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- d. Infringing the intellectual property rights or misappropriating trade secrets of any third party;
- e. Creating or providing records or information known by you to be fraudulent, false or misleading;
or
- f. Conducting any business or transaction in violation of applicable law, rules or regulations.

FEES

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7. FEES ARE NON-REFUNDABLE.
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SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF CLAIMS OR DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO ALL LIABILITIES.

INDEMNIFICATION

21. You agree to indemnify and hold harmless Company, its subsidiaries, affiliates, directors, officers, employees, and agents, from and against any and all liabilities, damages, losses, costs or expenses (including reasonable attorneys' fees) arising from or relating to any third party claim, action or demand asserted against any of the foregoing parties based on: (a) any breach of these Terms by you; (b) any violation of law, regulation or third party rights in connection with your access and use of the Site, Content, or Service; or (c) any complaint by a third party relating to Your Information.

MISCELLANEOUS

22. You acknowledge that your breach of any of the provisions of these Terms may cause immediate and irreparable harm to Company for which we may not have an adequate remedy in money or damages. We will therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request and will be entitled to recover from you the costs incurred in seeking such an injunction. Our right to obtain injunctive relief will not limit our right to seek or obtain further remedies.

23. Should any part of these Terms be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of these Terms should not invalidate the remaining portions thereof, and they shall remain in full force and effect.
24. These Terms shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to its choice of law principles and the applicable federal laws of the United States. Without prejudice to our right to injunctive relief from any court of competent jurisdiction, YOU AGREE TO SUBMIT ANY AND ALL CLAIMS AGAINST US ARISING FROM OR RELATING TO THESE TERMS TO BINDING ARBITRATION in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitration shall be conducted before a single arbitrator, selected pursuant to the AAA Rules, in Fairfield County, Connecticut.
25. Nothing express or implied in these Terms is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective permitted successors or assigns, any rights, remedies, obligations or liabilities whatsoever. You may not assign any of your rights hereunder and any purported assignment by you shall be invalid. We may assign any and all rights or obligations under these Terms in our discretion.

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