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INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD E-QUIPP HARMLESS FROM ANY AND ALL CLAIMS OR LOSSES ARISING FROM YOUR USE OF OR RELIANCE ON THIS WEBSITE OR ANY SERVICES OR INFORMATION MADE AVAILABLE ON OR THROUGH THIS WEBSITE.

CHOICE OF LAW; ENTIRE AGREEMENT; SEVERABILITY; NO WAIVER

This Agreement shall be governed by and interpreted in accordance with laws of the Commonwealth of Pennsylvania, without giving effect to any conflict of laws provisions. The parties hereby consent to the exclusive jurisdiction of and agree that venue is proper and convenient in the state and federal courts situated in Allegheny County, Pennsylvania.

This Agreement, along with the Privacy Policy incorporated within it by reference, constitutes the entire agreement between you and us with respect to the use of Website and the content.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect.

The failure of E-QuIPP to exercise or enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision.

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The provisions of this Agreement which by their nature would continue beyond termination or expiration of this Agreement shall survive such termination or expiration.

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