

GuidedChoice

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REMEDIES GuidedChoice may seek any available legal remedy or take any reasonable business steps to prevent the unauthorized use of, or access to these Websites and the Services, and to prevent access to users who violate these TOS. You agree that GuidedChoice and/or the Third Party Providers would be irreparably harmed if you breach this provision and that monetary damages would be inadequate to remedy such breach. Accordingly, you also agree that specific and injunctive or other equitable relief is the appropriate remedy for such a breach.

WAIVER Any waiver of or failure to enforce any right under or term or provision of these TOS by GuidedChoice shall not be deemed to be a waiver of such right or any other right, term, or provision of these TOS at any time.

FORCE MAJEURE GuidedChoice assumes no risk of any event, foreseeable or unforeseeable, and beyond its reasonable control, that has a material effect upon the agreed exchange contemplated herein.

SURVIVAL The provisions of these TOS that, by their purpose, are intended to survive the termination of the exchange contemplated herein shall so survive. Said provisions shall include, but shall not be limited to, those provisions that include indemnification clauses, limitations on liability, and warranty disclaimers.

SEVERABILITY In the event that any portion of these TOS are determined to be unenforceable by a court of competent jurisdiction, the remainder of these TOS shall not be impaired, affected or invalidated, and the unenforceable term or provision shall be replaced by such enforceable terms or provisions closest to the intention underlying the unenforceable term or condition.

APPLICABLE LAW The TOS is entered into in Reno, Nevada and governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its conflict of laws provisions. Federal law governs copyright, patent, and trademark matters. You agree that the proper forum for claims under the TOS will be the Courts of the State of Nevada for the County of Washoe or the U.S. District Court for the District of Nevada, and you agree to submit to the jurisdiction of these courts. The prevailing party in any action will be entitled to recover reasonable expenses, including attorneys' fees.

Effective: January 1, 2023