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- YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE PEDICRISIS RESOURCE AND ITS CONTENT (INCLUDING ANY PRODUCTS OR SERVICES), YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED VIA THE RESOURCE.

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PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR FACILITIES, ECONOMIC LOSSES, PROPERTY OR EQUIPMENT DAMAGE, OR ATTORNEYS' FEES AND DISBURSEMENTS).

- YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THIS RESOURCE IS TO STOP USING THE RESOURCE.

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- **Indemnification**

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- YOU WILL, AT YOUR SOLE EXPENSE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY AND THE COMPANY'S OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (THE "INDEMNIFIABLE PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, PENALTIES, EXPENSES, COSTS, FEES (INCLUDING REASONABLE ATTORNEYS' FEES), AND LIABILITIES OF ANY KIND OR NATURE (INCLUDING CLAIMS FOR PERSONAL INJURY OR DEATH OF ANY PERSON OR THE DAMAGE TO PROPERTY) RESULTING FROM, ARISING OUT OF, OR RELATED TO (A) THE USE OF, THE RESULTS OF THE USE OF, OR THE INABILITY TO USE THE RESOURCE AND ITS CONTENT BY YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU; (B) ANY VIOLATION OF THE RIGHTS OF ANY THIRD PARTY BY YOU; OR (C) WILLFUL MISCONDUCT OR UNLAWFUL OR NEGLIGENT ACTS OR OMISSIONS BY YOU. THE COMPANY RESERVES THE RIGHT, AT THE COMPANY'S OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE WITH THE COMPANY IN ASSERTING ANY AVAILABLE DEFENSES.