



## **CENTER TO ADVANCE PALLIATIVE CARE** **WEBSITE AND MATERIALS USER AGREEMENT**

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## **8. Survival**

In the event any provision hereunder is held to be invalid or unenforceable, all remaining terms under the Agreement shall remain in full force and effect as if such invalid or unenforceable term had never been included.

## **9. Equitable Relief**

User agrees that any material breach of Section 4 of the Agreement will result in irreparable harm to CAPC for which damages alone would be an inadequate remedy. Therefore, in addition to its rights and remedies otherwise available at law, CAPC shall be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs.

**10. Non-Waiver**

Any failure to exercise promptly any right under the Agreement shall not create a waiver or any expectation of non-enforcement.

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User and CAPC agree that the statutes and laws of the State of New York, without regard to conflicts of laws principles thereof, shall apply to all matters arising from or relating to Use of the Materials. User and CAPC also agree and hereby submit to the exclusive personal jurisdiction and venue of New York County, New York and the United States District Court for the Southern District of New York with respect to such matters.

**12. Entire Agreement**

The Agreement constitutes the entire agreement between User and CAPC relating to the Materials, and cancels and supersedes any prior versions of the Agreement.