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Your sole remedy for dissatisfaction with your use of the Site is to stop using the Site.

You hereby agree, at your own expense, to indemnify, defend, and hold Lilith and Co and its officers, directors, members, principals, investors, agents, and employees harmless from and against any and all liability costs incurred by these parties in connection with any claim arising out of any breach by you of these Terms of Use or any of the representations, warranties, and covenants made by you herein, including, without limitation, attorneys' fees and costs. You shall cooperate as fully as reasonably required or requested in the defense of any such claim. Lilith and Co reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any matter without the written consent of Lilith and Co.

9. General

Both you and Lilith and Co acknowledge and agree that no partnership is formed, and neither of you nor Lilith and Co has the power or the authority to obligate or bind the other.

These Terms of Use are governed by the internal laws of the State of New York, without reference to its conflicts of laws provisions. You consent to the jurisdiction of, and venue shall lie in, any federal or state court located in the Borough of Manhattan, New York City, as the exclusive jurisdiction and venue for the adjudication of all disputes arising out of or relating to the use of the Site. You hereby appoint the Secretary of State of the State of New York as your agent for service of process in any such proceeding. You agree that, to the extent permitted by applicable law, any and all disputes, claims, and causes of action arising out of or connected with this Site and/or these Terms, will be resolved individually, without resort to any form of class action. These Terms of Use operate to the fullest extent permissible by law.

Any notice to Lilith and Co shall be given in writing and sent by registered mail to Lilith and Co, [Address], Attention: [Name], [Title], or at such successor address as designated by Lilith and Co in its sole discretion from time to time.

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If Lilith and Co fails to act with respect to your breach or anyone else's breach on any occasion, Lilith and Co is not waiving its right to act with respect to future or similar breaches.

If any provision of these Terms of Use is held to be invalid or unenforceable in any jurisdiction, such provision shall be deemed modified to the minimum extent necessary so that such provision shall no longer be held to be invalid or unenforceable, and these Terms of Use shall be interpreted so as to achieve the intent expressed herein to the greatest extent possible in the jurisdiction in question. Any such modification, invalidity, or unenforceability shall be strictly limited both to such provision and to such jurisdiction.