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c) Indemnification. You agree to defend, indemnify and hold THE FERTILITY & PREGNANCY INSTITUTE / DR. CLEOPATRA / GLOBAL FERTILITY INC. and its owners, officers, directors, members, agents or representatives harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments and the associated costs and expenses (including attorney's fees), which THE FERTILITY & PREGNANCY INSTITUTE / DR. CLEOPATRA / GLOBAL FERTILITY INC. and its owners, officers, directors, members, agents or representatives may hereafter incur, become responsible for or pay out arising out of your use of the Site or your breach of any term or provision of these Terms.

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b) Jurisdiction. The Terms will be governed by and interpreted according to the laws of the State of California, without regard to conflicts of law principles. THE FERTILITY & PREGNANCY INSTITUTE / DR. CLEOPATRA / GLOBAL FERTILITY INC. and you agree that all disputes and litigation regarding the Terms, the Site, and matters connected with its performance or relating to the use of the Site will be subject to, and they each consent to jurisdiction and venue in, the state and federal courts in Los Angeles County, California. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provision of these terms and conditions, including, without limitation, this section.

c) Equitable Relief. You recognize and acknowledge that a breach by you of any of your obligations under the Terms will cause THE FERTILITY & PREGNANCY INSTITUTE / DR. CLEOPATRA / GLOBAL FERTILITY INC. irreparable damage, which cannot be readily remedied by monetary damages in an action at law. Accordingly, in the event of any default or breach by you, including any action by you that could cause some loss or dilution of our goodwill, reputation, or rights in the Site, THE FERTILITY & PREGNANCY INSTITUTE / DR. CLEOPATRA / GLOBAL FERTILITY INC. will be entitled to an immediate injunction in addition to any other remedies available, to stop or prevent such irreparable harm, loss, or dilution.

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