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Under no circumstances will HGS be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of or inability to use the HGS site or any communication service. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if HGS has been advised of the possibility of such damage. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, HGS' liability in such jurisdictions shall be limited to the extent permitted by law.

Release

The user hereby releases and forever discharges HGS, its affiliates, employees, contractors, officers and directors, agents, successors, and assigns ("released parties"), from all actions, causes of action, injuries, claims, damages, costs, or expenses of any kind growing out of or related to the user or user's minor child(ren)'s use of the HGS site. The user understands that this is a full and complete release to the maximum extent allowed by law of all claims and damages to which you or your minor child(ren) may have as a result of his or her use of the HGS site regardless of the specific cause thereof

Indemnification

Upon request by HGS, the User agrees to defend, indemnify, and hold harmless HGS and its affiliates, employees, contractors, officers, directors, third-party content providers and licensors from all liabilities, claims, and expenses, including attorney's fees, which arise from the User's use or misuse of the HGS Site, or Content. HGS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate with HGS in asserting any available defenses.

Governing Law

The use of the HGS Site shall be governed by and construed in accordance with the laws of the State of Maryland, excluding its conflicts of law rules. The User expressly agrees that the exclusive jurisdiction for any claim or action arising out of or relating to the User's use of the HGS Site shall be filed only in the state or federal courts located in the State of Maryland, and the User further agrees and submits to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

Severability and Integration

Except for other agreements signed by the User with HGS, these Terms constitute the entire agreement between the User and HGS with respect to use of the HGS Site. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.



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If the User violates these Terms, the User may be barred from future use of the HGS Site and/or subject to legal action. Cause for such suspension, termination and/or deletion shall include, but not be limited to: (a) breaches or violations of the Terms, or of other incorporated agreements or guidelines; (b) requests by law enforcement or other government agencies; (c) a request by the User (self-initiated account deletions); (d) discontinuance or material modification of the HGS Site (or any part thereof); (e) unexpected technical or security issues or problems; (f) extended periods of inactivity; and/or (g) engagement by the User in fraudulent or illegal activities.

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