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You represent, warrant, and covenant that (a) you have the power and authority to enter into this Agreement; and (b) you will only use this Web site in accordance with these Terms of Use.

9. INDEMNITY.

You agree to indemnify and hold Kristen Williams Consulting and its partners, affiliates, officers, directors, agents, and employees harmless from any liability to third parties, including reasonable attorney's fees, arising from or related to your breach of this Agreement, or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

10. GENERAL.

- a) This Terms and Conditions shall be governed in all respects by the laws of the State of Vermont without giving effect to its conflict of laws provisions. Both parties submit to personal jurisdiction by and venue in the state and federal courts in the State of Vermont and further agree that any cause of action arising under this Terms and Conditions shall be brought in such venue.
- b) If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- c) Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.
- d) Kristen Williams Consulting failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.
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