

# **Diagnosis And Management of Thyroid Nodules Algorithmic Tool Terms of Service and License Agreement**

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By using the Product, You accept and agree to be bound by all of the terms and conditions set forth in this Agreement. If You do not wish to accept the terms and conditions of this Agreement, You may not proceed to use the Product.

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Deontics may terminate your access and/or the Product at any time. You agree that any termination of your access to the Product shall not result in any liability or other obligation of Deontics to You, or any third party in connection with such termination.

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You hereby agree to indemnify, save and hold Deontics, its directors and trustees, officers, shareholders, parents, subsidiaries, affiliates, agents and licensors harmless from and against any and all claims, liability, losses, damages and costs, including, without limitation, reasonable attorneys' fees and costs, arising out of your use or misuse of the Product or Content, or any violation of this Agreement. Deontics assumes the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Deontics, and you agree to cooperate with Deontic's defense of these claims. Deontics will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

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Deontics will not be liable or considered in default under this Agreement in the event that the Product is unavailable for any period of time, or if Deontics is otherwise unable to perform its obligations hereunder, for any reason.

## **No Assignment**

This Agreement is personal to You, and You may not assign your rights or obligations to anyone.

## **No Waiver**

Neither failure nor delay on the part of any party to exercise any right, remedy, power or privilege hereunder nor course of dealing between the parties shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege. No term of this Agreement shall be deemed waived, and no breach consented to, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No waiver of any rights or consent to any breaches shall constitute a waiver of any other rights or consent to any other breach.

## **Severability**

If any provision in this Agreement is held invalid or unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

## **Governing Law**

This Agreement will be governed by and construed exclusively in accordance with the laws of England. The English courts have exclusive jurisdiction over any dispute that arises between Deontics and You in connection with this Agreement and/or your use of the Product and/or Content.

## **Certification by You**

I hereby certify that I understand and agree to the terms stated in this Agreement and that this Agreement applies to my initial use of the Product and all other subsequent uses of the Product. BY USING THIS PRODUCT, I HEREBY AFFIRM THAT I HAVE READ, FULLY UNDERSTAND, AND AGREE TO THE ABOVE STATEMENTS.