TERMS AND CONDITIONS

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You are responsible for keeping your username and password confidential and not sharing or disclosing your username or password to any third party. You agree that you are fully responsible for all activity occurring under your username. If you believe that your username or password may have been lost or stolen, or if you suspect any unauthorized activity on your account, please contact us immediately.

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9. NO UNLAWFUL OR PROHIBITED USE.

You may not use the Site for any purpose that is unlawful or prohibited by these Terms and Conditions.

10. INDEMNIFICATION

You agree to indemnify, hold harmless and defend HCM and its officers, directors, agents, and employees from and against any and all claims, liabilities, damages, costs and expenses incurred by HCM arising out of or related to your use of or access to the Site, your breach of these Terms and Conditions or violation of applicable law, or access to the Site by anyone using your username and password.

11. ATTORNEY'S FEES

If any claim, legal action or any arbitration or other proceeding is brought for the enforcement of these Terms and Conditions or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of these Terms and Conditions, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that claim, action or proceeding, in addition to any other relief to which such party may be entitled.

12. GOVERNING LAW

These Terms and Conditions shall be governed by the laws of the state of Texas, without giving effect to any conflict or choice of law provisions of that state and, where applicable, by federal law. In the event of any dispute or claim relating to the Site or these Terms and Conditions, you agree to resolution of such dispute in the state or federal courts located in and for the state of Texas. However, any issue relating to a service with HCM which you can access through the Site shall be governed by the law(s) specified in the agreement for that account or service, if any, if there is a separate agreement for that service.

13. SEVERABILITY

If one or more of these Terms and Conditions shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of these Terms and Conditions, but shall be construed as if such invalid, illegal or unenforceable provision had never been contained.

14. ENTIRE AGREEMENT; WAIVER

These Terms and Conditions constitute the entire agreement between HCM and you pertaining to the subject matter hereof. All waivers of these Terms and Condition by HCM must be in writing. In the event HCM waives any term or provision hereof at any time or from time to time, such waiver shall not be deemed a waiver of the term or provision in the future.