

## Kahn Center for Cardiac Longevity

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## **NOTICES**

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## **Governing Law**

These Terms shall be governed by the internal laws of the State of Michigan, without reference to its conflict of laws provisions. This Website is solely directed to individuals residing in the United States, and the Practice makes no representation or warranty that the Website is appropriate or available for use in other jurisdictions or locations. Those who choose to access the Website from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

## **Binding Arbitration**

You agree that any controversy, claim, dispute or proceeding involving the Practice and you arising out of or related to the Website or these Terms of Use or the Privacy Policy shall be resolved exclusively by arbitration, held in Oakland County, Michigan, in accordance with the rules of the American Arbitration Association. Arbitration fees and costs shall be split equally. You are responsible for your own attorney's fees. Any decision or award of arbitration shall be final and binding upon the parties and shall be enforceable by entry of a judgment by any court of competent jurisdiction. Notwithstanding the foregoing, you agree that the Practice may seek and obtain injunctive relief, specific performance or other equitable relief, as appropriate, for any breach or threatened breach of the Terms of Use, in any court of competent jurisdiction, without resorting to and/or in addition to proceeding with arbitration.

## **Time Limitations on Claims**

You agree that any cause of action or claim you may have arising out of or with respect to the Website or these Terms must be commenced within one year after your claim or cause of action arises, or be forever barred, regardless of any statute or law to the contrary.

## **Force Majeure**

The Practice will not be liable for any failure or delay in the performance of its obligations caused by events beyond its reasonable control, which may include, without limitation, denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, material shortages, extraordinary Internet congestion or extraordinary connectivity issues experienced by major telecommunications providers. Upon the occurrence of any such event, the Practice will be excused from any further

performance of its obligations effected by the event for so long as such performance is effected by the occurrence of any such event.

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### **Notice**

You agree, for purposes of these Terms, that the Practice may give notice to you by posting such notice on this Website or, if applicable, by a U.S. mail address or an email sent to an email address supplied by you. You may, for purposes of these Terms, give notice to the Practice by email addressed to [drkahn@kahncenter.com](mailto:drkahn@kahncenter.com)

### **Agreement**

You agree that these Terms constitute the sole and exclusive agreement between you and the Practice with respect to the Website. These Terms may be updated at any time by the Practice, without prior notice, effective upon posting on the Website and which shall supersede all prior agreements between you and the Practice with respect to such Terms.

### **Proprietary Rights**

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If any provision of these Terms is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions of these Terms shall be enforced. The failure by one party to act with respect to a breach by the other party under these Terms does not waive the first party's right to act with respect to subsequent or similar breaches.