

Markets and Products Tool Terms

These terms create a contract between you and Hydranautics (the "Agreement"). Please read the Agreement carefully. To confirm your understanding and acceptance of the Agreement, click "Agree and Continue".

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in cases involving personal injury) exceed the amount of fifty dollars (USD\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

e. **Indemnification.** To the full extent permitted under applicable law, you agree to indemnify, defend and hold harmless Hydranautics and its affiliates and their officers, directors, employees, contractors, and agents, and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from your use of the website and any violation of this Agreement.

f. **Governing Law.** This Agreement is governed by the laws of the State of California, excluding its conflicts of law provisions. You and Hydranautics agree to submit to the personal and exclusive jurisdiction of the courts located in San Diego, California, to resolve any dispute or claim arising from this Agreement.

g. **Entire Agreement.** This Agreement and the Terms of Use of www.membranes.com constitute our entire agreement regarding the use of our website and the Tool, and supersede all verbal or written communications between the parties.