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Governing Law

This Agreement shall be interpreted, governed, construed and enforced in accordance with the laws of Texas, including any laws limiting the power of arbitrators, without regard to any conflict of laws principles. You hereby consent to venue in any jurisdiction of the state and federal courts sitting in the State of Texas.

Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, save and hold harmless Fairway and its officers, directors, shareholders, employees, agents, successors and assigns from and against any and all claims, suits, liabilities, losses, cause of action, damages, including without limitation, all expenses of litigation and/or arbitration, court costs, and attorneys' fees, arising on account of or in connection with your use of this Website, your sole negligence or willful misconduct, in any manner connected with your use of any third party website(s) accessed through this Website, or your breach or violation of these Terms.

Severability

If any provision of these Terms of Use or the application of any such provision to any person or circumstance is held unlawful or invalid, the remainder of these Terms of Use and the application of such provision other than to the extent it is held unlawful or invalid, will not be held unlawful, invalidated or affected thereby, and shall remain in full force and effect provided that such remaining provisions are sufficient to carry out the commercial objectives of Fairway.

Entire Agreement

These Terms of Use set forth the entire understanding between us and you with respect to your access and use of the Website and supersedes all prior agreements or contemporaneous arrangements and understandings, express or implied, oral or written, relating thereto.

Termination

Fairway, in its sole discretion, reserves the right to cancel or terminate your right to use the Website, or any part of the Website, at any time without notice.

Privacy Policy

Our Privacy Policy, as amended from time to time, is incorporated herein by reference with the same force and effect as if it were given in full text of these Terms of Use.