

## **WEBSITE TERMS AND CONDITIONS**

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By using this website, you agree that the exclusions and limitations of liability set out in these terms and conditions are reasonable. If you do not think they are reasonable, you must not use this website.

### **Indemnity**

If you breach these terms and conditions you will be held fully responsible for any loss suffered by Heart and Rhythm Diagnostics LTD as result of such breach and will be held accountable for all profits made from breaching these terms and conditions.

You agree to indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions.

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## **Waiver**

The failure by Heart and Rhythm Diagnostics LTD to enforce at any time or for any period any one or more of the terms and conditions shall not be a waiver of them or the right at any time subsequently to enforce all terms and conditions.

## **Severance**

If any provision of these terms and conditions shall be found by any court to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these terms and conditions which shall remain in full force and effect.

If any provision of these terms and conditions is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

## **Variation**

We may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of our website from the date of the publication of the revised terms and conditions on our website. Please check this page regularly to ensure you are familiar with the current version.

## **Exclusion of Third-Party Rights**

These terms and conditions are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms and conditions is not subject to the consent of any third party.

## **Entire Agreement**

These terms and conditions constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

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