Effective: 4/26/2021
Updated: 4/26/2021

## ACCEPTANCE OF OUR POLICIES

Your use of the Site will indicate acceptance of this Terms of Use Policy. You may choose to discontinue using the Site. Please exit the Site immediately if you do not agree to the terms of this Policy. Please also read our Privacy Policy. By using our site, you agree to both policies.

Our website is intended for users 18 years old or older. Please leave this website if you are under 18 years old.

## TERMS OF USE

For use of this website (referred to as the "Site") and communications with and through this website (referred to as the "Services").

All content that appears on this Site, including, without limitation, all designs, illustrations, icons, photographs, video clips, and written materials, as well as the complication of the Site with other materials, are the exclusive property owned by Contentment Hearing Care except as otherwise described.

The content, such as text, graphics, images, information obtained from links, licensors, and other material ("content") contained on the Site are for informational purposes only. The content is not intended to substitute for professional medical advice, diagnosis or treatment.

***You use the Site content and Services at your own risk.***

When using the Site and/or Services, information is transmitted over media that are beyond the control and jurisdiction of Contentment Hearing Care. Accordingly, Contentment Hearing Care assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Site and/or Services.

The Site and Services are provided "AS IS," "WITH ALL FAULTS" and "AS AVAILABLE." Contentment Hearing Care makes no guarantees or promises regarding the accuracy, reliability, completeness, or timeliness of the content, information, software, text, graphics, links, or communications on the Site or through its Services.

In no event shall Contentment Hearing Care, its licensors, its suppliers, or any third parties be liable for any damages (including, without limitation, incidental and consequential damages, personal injury or wrongful death, lost profits or damages resulting from lost data or business interruption) resulting from the use or inability to use the Site and/or Services, whether based on warranty, contract, tort or any other legal theory, and whether or not Contentment Hearing Care is advised of the possibility of such damages.

## USE OF SITE AND SERVICES

Do not misuse our Site or Services. Do not interfere with our Site or Services or try to access them using a method other than the interface and the instructions that we provide. Do not send automated queries of any sort to our system without express permission in advance from Contentment Hearing Care. Sending automated queries consumes resources and can potentially degrade the performance of our Site and/or Services. You may use our Site or Services only as permitted by our terms and applicable law, including applicable export and re-ex-

port control laws and regulations. We may suspend or stop providing our Site or Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct. Contentment Hearing Care reserves the right to avail itself to applicable Federal, local, and international laws when necessary to protect its interests and rights.

## USE OF CONTENT

In many cases, it's not necessary to contact us for permission to use our content. Please read the following guidelines. For questions or reprint situations not covered here, please visit our Privacy Policy or contact Contentment Hearing Care at https://www.contentmenthearingcare.com.

## ADVERTISEMENTS AND LINKS TO OTHER SITES

Contentment Hearing Care does not endorse the content on any third-party websites. Contentment Hearing Care cannot be and is not responsible for the content of linked third-party sites, sites framed within the Site or third-party advertisements, and does not make any representations regarding their content or accuracy. Use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites.

## INTERPRETATION

This Agreement shall not be construed against either Party as the author or drafter of the Agreement.

The headings within this Agreement are not to be used as an aid in interpretation and are purely for convenience.

## ASSIGNMENT

We may freely assign these Terms and all of the policies and other documents incorporated or referenced, including all rights, licenses, data, and obligations under it or them, in whole or in part, and without notice, for any reason, including for the purpose of internal restructuring.

## WAIVER

Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver or such right or provision.

## SEVERABILITY

Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

## BINDING ARBITRATION AGREEMENT

THE PARTIES TO THIS AGREEMENT WILL SUBMIT ALL DISPUTES ARISING UNDER THIS AGREEMENT TO ARBITRATION IN NEW JERSEY BEFORE A SINGLE ARBITRATOR OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATOR SHALL BE AN ATTORNEY ADMITTED TO PRACTICE NEW JERSEY LAW. NO PARTY TO THIS AGREEMENT WILL CHALLENGE THE JURISDICTION OR VENUE PROVISIONS AS PROVIDED IN THIS SECTION. NOTHING CONTAINED HEREIN SHALL PREVENT EITHER PARTY FROM OBTAINING AN INJUNCTION.

## CLASS ACTION WAIVER

THESE TERMS DO NOT ALLOW CLASS ACTION SUITS; YOU AND Contentment Hearing Care HEREBY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY. ANY QUESTION REGARDING THE ENFORCEABILITY OR INTERPRETATION OF THIS PARAGRAPH WILL BE DECIDED BY A COURT AND NOT THE ARBITRATOR.

## VENUE AND FORUM

If for any reason a Dispute proceeds in court rather than through arbitration, all such Disputes (regardless of theory) arising out of or relating to these Terms, or the relationship between you and us, will be brought exclusively in the courts located in the county of Somerset, New Jersey, or the United States District Court, District of New Jersey. In such cases, you and we agree to submit to the personal jurisdiction of the courts located within the county of Somerset, New Jersey, or District of New Jersey, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

## CHOICE OF LAW

These Terms and the relationship between the parties, including any claim or dispute that might arise between the parties, whether sounding in contract, tort, or otherwise, will be governed by the laws of the State of New Jersey without regard to its conflict of law provisions. In no event will the parties bring claims against one another under the laws of another jurisdiction.

## INDEMNIFICATION

By using the Site and/or Services, you agree to defend, indemnify and hold Contentment Hearing Care its officers, directors, authors, employees, agents, licensors, corporate partners, advisors, advisory board and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from or alleged to result from any problem related to the Site and/or Services.

## COMPLETE AGREEMENT

Except as expressly provided in a particular “legal notice” on the Site and/or Services, such as the Privacy Policy, or by separate contract, these Terms and Conditions constitute the entire agreement between you and Contentment Hearing Care.