

Website Usage Terms and Conditions

The following website usage terms and conditions (“Terms and Conditions”) govern your use of the IntelliHARTx, LLC. (“iTX”) website located at <https://itxcompanies.com>. By accessing, viewing, or using content, material, or services available on or through the iTX website, you indicate that you have read and understand these Terms and Conditions, and that you agree to them and intend to be legally bound by them. If you do not agree to these Terms and Conditions, you are not granted permission to use the iTX website and must exit immediately.

Changes to these Website Usage Terms and Conditions

These Terms and Conditions may be changed from time to time. Users visiting the website must look for any changes to the Terms and Conditions since their last visit.

Additional Information

The iTX website has been prepared solely for the purpose of providing information about IntelliHARTx, LLC. and its services. Without limiting the generality of anything else, iTX does not commit and disclaims any duty to update the iTX website or any of the information and it shall not be responsible for any errors on the website.

Trademarks and Other Proprietary Information

Website text, graphics, design, selection, and arrangement are proprietary information. Some images may be licensed from third parties. Permission is granted to download and print materials from the iTX website only for the purpose of viewing, reading, and retaining for reference the materials for personal, non-commercial purposes. All names, trademarks, service marks, symbols, slogans, and logos appearing on the website are proprietary to iTX or its licensors. Use or misuse of these trademarks is expressly prohibited and may violate federal and state trademark law.

Disclaimers Regarding Other Servers and Websites

The iTX website, the website materials on and in and made available through the iTX website, and the services, information, and products offered by iTX are made available “as is” and “with all faults.” Use of the iTX website is entirely at the risk of the user. iTX does not represent or warrant the iTX website, the website materials on and in and made available through the iTX website, and the services, information, and products offered in connection therewith, express or implied, written or oral, arising from course of dealing, course of performance, usage of trade, or otherwise, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, accuracy, systems

integration, non-interference, quality, title, and non-infringement.

iTX shall not be liable for any special, indirect, incidental, consequential, exemplary, extra-contractual, or punitive damages of any kind whatsoever, including, without limitation, lost revenues or lost profits, which may or do result from the use of, access to, or inability to use the iTX website, the website materials on and in and made available through the iTX website, or the services, information, and products offered in connection therewith, regardless of legal theory, whether or not any party had been advised of the possibility or probability of such damages, and even if the remedies otherwise available fail of their essential purpose.

Governing Law and Jurisdiction

These Terms and Conditions, including, without limitation, the Privacy Policy, represent the entire agreement between the user and iTX with respect to the subject matter hereof, and supersede any and all prior and contemporaneous written and oral representations, understandings, and agreements, express and implied, and will be governed by and construed in accordance with the laws of the state of Ohio, without reference to its conflict of law rules; provided, however, that the terms of any applicable law now or hereafter enacted that is based on, derived from, similar to, or connected with the [Uniform Computer Information Transactions Act](#) drafted by the National Conference of Commissioners on Uniform State Laws shall not apply except to the extent that the law expressly prohibits alteration by these Terms and Conditions of the applicability of one or more sections of the law.

Redirect Link Disclosure

If you select an external link on our website, you understand that you are leaving the iTX website and are going to a website that is not operated by iTX. We are not responsible for the content or availability of linked sites.