

TERMS AND CONDITIONS OF USE

MEDICAL INTERACTIVE COMMUNITY WEBSITES

IF YOU DO NOT WANT TO AGREE TO, OR DO NOT UNDERSTAND, these “Terms and Conditions of Use Medical Interactive Community Websites” (the “Terms of Use”, which Terms of Use include, without limitation, the Privacy Policy), you must NEITHER BROWSE, NAVIGATE NOR CONTINUE BEYOND, NOR ACCESS THIS WEBSITE BEYOND, THE HOME PAGE. IF THE FIRST WEBPAGE THAT YOU VIEW OR TO WHICH YOU OTHERWISE BROWSE, NAVIGATE OR ACCESS IS NOT THE HOME PAGE, YOU ARE BOUND BY AND TO, AND HAVE MADE YOURSELF BOUND BY AND TO, THESE TERMS OF USE. ALSO, IF YOU RUN A SEARCH USING THE SEARCH TOOL ON THE HOME PAGE, YOU GO BEYOND THE HOME PAGE AND HAVE MADE YOURSELF BOUND BY AND TO THESE TERMS OF USE.

You may print or save a copy of these Terms of Use for your records.

Definitions. For the purposes of these Terms and Conditions of Use Medical Interactive Community Websites, the terms below have the following definition and meaning when used herein:

- (a) **“Accessing”** means (in addition to its ordinary meaning) browsing or navigating.
- (b) **“Anonymous Data”** means data which has been removed of information that, in itself, directly and readily identifies you.
- (c) **“Cause”** means your actual, imminent or threatened failure (in whole or in part) to perform, observe and comply with any one or more of your covenants, agreements, representations or warranties (or of any one or more of the terms or conditions under) these Terms of Use.
- (d) **“COVERED CLAIMS”** has the meaning ascribed thereto in Section 17.A.
- (e) **“Covered Damages/Liabilities”** means, collectively, the following: damages (whether compensatory, direct, indirect, consequential, incidental, statutory, reliance or otherwise); injuries; bodily harm; death; bodily injury; personal injury; disfigurement; loss; fines; investigation, reprimand or censure; loss or suspension of, or failure to obtain, achieve or maintain, professional licenses, accreditations, credits, credentials or certifications; loss or suspension of, or failure to obtain, achieve or maintain, medical or other privileges; and, liability (whether such liability is for or related to negligence, medical malpractice, fault, error or omission or other liability).
- (f) **“General License”** has the meaning ascribed thereto in Section 1 of these Terms of Use.
- (g) **“HOME PAGE”** means the single page located at www.medicalinteractive.com or medicalinteractive.net.
- (h) **“Intellectual Property”** and **“Intellectual Property Rights”**, in addition to their ordinary meanings, mean, for the avoidance of doubt, patents, trade secrets, trademarks, service marks, copyrights, literary rights, author rights or other proprietary rights or rights related to unfair competition or the like (as well as the rights to apply for, maintain and enforce all of same).
- (i) **“Interfere With”** means (in addition to its ordinary meaning): compromise, prevent, prohibit, restrict, limit, disable, circumvent, disengage, impede, restrict, meddle with, tamper with, sabotage, disable, corrupt, or disrupt.
- (j) **“Liability Cap”** has the meaning ascribed thereto in Section 17.B.
- (k) **“Linkable Page”** means a page to which MI then allows you to directly deep link (and thus directly navigate to).
- (l) **“Linked Websites”** has the meaning ascribed thereto in Section 14.A.

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- (m) **“Linked Websites/Operators”** means the Linked Websites and the persons or entities that own, operate, control, manage or otherwise direct such Linked Websites.
- (n) **“MI”** and **“MI Community”** mean Medical Interactive Community, LLC, a wholly-owned subsidiary of LAMMICO. The terms “MI Community” as well as “MI” are trade names, trademarks and service marks of LAMMICO.
- (o) **“MI Websites”** means MI’s internet properties (including, without limitation, any webpages located at or accessible under www.medicalinteractive.com or medicalinteractive.net or any subdirectories or subdomains thereof as well as any other websites operated or otherwise released by MI from time to time or any replacements of any of the forgoing).
- (p) **“MI Marks”** means, collectively, MI’s trademarks, service marks, logos, designs, slogans, brands, brand names, trade dress and trade names as well as other distinctive identification used on or in connection with the MI Website or any MI Content Item.
- (q) **“MI Content Item”** means each of the following: information, monographs, educational materials, articles, essays, other materials, data, data feeds, alerts (including, without limitation, risk alerts), interfaces, computer code, data compilations, databases, software applications (including, without limitation, software tools, applets, widgets and other computer programs as well as any all user guides, system guides or other documentation therefor), text, pictures, images, animation, sounds, music, graphics, motion graphic presentations (or other presentations), logos, button icons, tables, drawings, figures, charts, sketches, photographs, audio and video material, interactive works and artwork as well as any other content hosted, stored, viewed, played, depicted, displayed, performed, functioning or otherwise available on or by use of, or downloadable from, the MI Websites or otherwise provided, delivered or made available from MI.
- (r) **“MI Product Content”** means, collectively, MI Content Items which are expressly and clearly made available by MI: (a) for subscription; (b) for purchase for a price or fee; (c) for purchase for FREE (and, for the avoidance of doubt, only where the MI Websites expressly note the MI Content Item with the word “FREE”); or, (d) for license from MI (including, without limitation and whether as to (a), (b), (c) or (d), from MI through the MI Websites).
- (s) **“MI No Charge Content”** means MI Content Items which are expressly and clearly noted on the MI Websites as “NO CHARGE” or which can be downloaded without proceeding through the “check-out” function.
- (t) **“MI Designs”** means the design, structure, selection, compilation, assembly, coordination, expression, functionalities, innovations, ideas, concepts, logos, button icons, applications, look and feel, and arrangement of or in the MI Content Items or the MI Websites.
- (u) **“MI Proprietary Property”** means, collectively, the MI Marks, the MI Content Items, the MI Product Content, the MI No Charge Content, the MI Designs and the MI Websites.
- (v) **“MI Product Authorized Copy”** means a copy of MI Product Content for which you have lawfully purchased a copy thereof (as opposed to subscribing, purchasing or acquiring only a license thereto) from MI (including, without limitation, your downloading a copy of MI Product Content from the MI Websites where such downloading is in accordance with, and authorized and permitted by, these Terms of Use and said copy is owned by, as opposed to only being licensed to, you).
- (w) **“MI’s Written Consent”** means an email or letter from an authorized officer of (and so not merely an employee or representative of) MI expressly consenting, or not objecting, to your seeking, or otherwise requesting, the approval, authorization, waiver or otherwise consent of (or an indication of “no objection” or the like from) MI as to anything (including, without limitation, as to a subject, matter, event, circumstance, conduct or other activity whatsoever or as to MI refraining or forbearing from, or otherwise abandoning, relinquishing, forgoing or waiving, MI’s right to enforce: (a) any limitations, restrictions or other terms and conditions whatsoever, or (b) your observation of, respect of, performance of or compliance with any of your covenants, agreements, representations, warranties or other terms or conditions whatsoever) and detailing the nature and context of, as well as the limitations and other parameters of, such consent or lack of objection.

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- (x) **“Modify/Xfer”** means to modify, translate, adapt, edit, change, create derivative works of, copy, reproduce, play, download, upload, distribute, circulate, broadcast, publish, disseminate, transmit, market, display, perform, lease, rent, sell, resell, sublicense, clone, disassemble, decompile, reverse engineer or otherwise transfer. For the avoidance of doubt, the term “Modify/Xfer” also includes, without limitation, upload, post, publish, display, distribute or otherwise disseminate on public bulletin boards, chatrooms, blogs, social media walls or other like media.
- (y) **“MI WEBSITE PRODUCTS”** means any products, goods, content (including, without limitation, MI content items), services, licenses, information, material or other rights, things or items of MI purchased, licensed, subscribed or otherwise obtained, downloaded or received by you (or delivered to or used by you) in, on, by, as, through or from the MI Websites, the MI Content Items or MI.
- (z) **“MI Interests”** means: (1) MI and its affiliates (including, without limitation, LAMMICO); (2) the volume customers; (3) the subsidiaries, directors, managers, owners, insureds, employees, officers, and trustees of MI and its affiliates (including, without limitation, of LAMMICO); (4) the subsidiaries, directors, managers, owners, insureds, employees, officers, and trustees of each volume customer; (5) the agents, representatives, suppliers, consultants, contractors, advertisers, promotional partners, assignees and licensors of MI and its affiliates (including, without limitation, of LAMMICO); and (6) the agents, representatives, suppliers, consultants, contractors, advertisers, promotional partners and licensors of each volume customer; provided, n the term “MI Interests” hereby expressly excludes you.
- (aa) **“MI Proprietary Property/Website Products”** means, collectively, the MI Proprietary Property and the Website Products.
- (bb) **“OTHER MI INTERESTS”** means the MI Interests except and excluding MI.
- (cc) **“Person”** means any individual, corporation, limited liability company, trust, partnership (whether general, limited liability or otherwise), association or other entity.
- (dd) **“Preset Personal Login Information”** means a login and initial password associated with your registration or account with one or more MI Websites, established, pre-registered, or otherwise configured for you.
- (ee) **“Personal Login Information”** means, collectively, Preset Personal Login Information and Your Selected Personal Login Information.
- (ff) **“Registered Areas”** means features and areas of the MI Websites which are available only with registration and login.
- (gg) **“Third Party Ads”** means promotions or other advertisements of third parties contained by the MI Websites or Website Products.
- (hh) **“Terms of Use”** means these Terms and Conditions of Use Medical Interactive Community Websites, which Terms of Use include, without limitation, the Privacy Policy.
- (ii) **“Volume Customer Agreement”** means an agreement by which another Person (a “Volume Customer”) is paying for or has otherwise sponsored (or has otherwise made a contract with, or other arrangements with, MI for) your access to or use of all or any portion of the MI Websites or any other MI Proprietary Property/Website Products. If you are insured by LAMMICO, than, for the avoidance of doubt, LAMMICO is a Volume Customer.
- (jj) **“Website Products”** means any products, goods, content (including, without limitation, MI Content Items), services, licenses, information, material or other rights, things or items purchased, licensed, subscribed or otherwise obtained or received by you (or delivered to or used by you) in, on, by, as, through or from the MI Websites, the MI Content Items or MI.
- (kk) **“Website/Content Third Party Information”** means content or information which is featured, displayed, referenced, credited or otherwise reflected by the MI Websites, the MI Product Content, the MI No Charge Content or any other Website Products, including, without limitation, materials, information (including, without limitation, information in the form of (or of, about or concerning) results, analysis, suggestions, studies, clinical trials, monographs, articles, presentations, education materials (whether in text, audio, video or audio/video), text books,

papers, journals, recommendations, references, tips, hints, advice or otherwise), goods, services, licenses or other products provided by third parties.

- (ll) **“Website/Product Information”** means any information (including, without limitation, information in the form of (or of, about or concerning) results, analysis, suggestions, studies, clinical trials, monographs, articles, presentations, education materials (whether in text, audio, video or audio/video), text books, papers, journals, recommendations, references, tips, hints, advice or otherwise) provided in, obtained from, delivered from, accessed in, adopted from or based on the MI Proprietary Property/Website Products.
- (mm) **“Your Interests”** means, collectively, the following:
- a. your patients, clients and customers as well as your insurers;
 - b. each of your employers as well as each other Person to whom you provide, or have contracted to provide, your services (collectively, “Your Employer”);
 - c. each of your partners, members, fellows, residents, associates, employees or other Persons who practice medicine, or provide health care or other services, with, for or in association with you or Your Employer (collectively, “Your Associates”);
 - d. the patients, clients and customers of, any employees, contractors, officers, managers, directors, owners, principals, members, shareholders or other agents or representatives of, Your Employer or Your Associates;
 - e. any manufacturers, suppliers, vendors or other providers of good, services, licenses or other products to you, Your Employer or Your Associates; and,
 - f. any Person (“Your Substitute”) who uses your Personal Login Information/Account in any way or manner whatsoever (including, without limitation, to access or use the MI Websites, other MI Proprietary Property or Website Products).
- (nn) **“Your Selected Personal Login Information”** means your selected login and password associated with your registration or account on one or more MI Websites.
- (oo) **“MI Copr Holder”** means MI if MI is the copyright owner; it means MI’s assignee if MI has assigned the copyright to said assignee; and, if the copyright is licensed to MI, than it means the licensor who owns the copyright and licensed it to MI.

The MI Websites are available only to individuals who can enter into legally binding contracts under applicable law. These Terms of Use constitute a legally binding agreement between you and MI (including, without limitation, constituting a legally binding agreement between you and MI regarding your use of and access to the MI Websites and any other MI Proprietary Property).

Parental Controls; User Of Age and Discretion. To the extent required by the Communications Decency Act of 1996, MI hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to content that may be harmful to minors. There are many companies that provide internet blocking and screening software. MI does not currently sponsor or endorse any of these companies or their services. You hereby affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. In any case, you affirm that you are over the age of 13, as the MI Websites are not intended for children under 13. If you are under 13 years of age, then please do not use the MI Websites.

Except for your accessing only the HOME PAGE and only these Terms of Use (which may include accessing the Privacy Policy), by your accessing or using any webpages or other parts of the MI Websites, you agree to, and you shall, fully and faithfully

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perform, comply with, observe and be bound by these Terms of Use. Please read these Terms of Use carefully as well as MI's Privacy Policy which is incorporated herein by reference and made a part hereof.

MI does not grant you any right or license whatsoever to access or use the MI Websites except for the limited license set forth in Section 1 below.

1. License Grant. You are granted by MI a personal, revocable, limited, non-exclusive, non-transferable license to access and use the MI Websites conditioned on, and subject to, your acceptance of, continued acceptance of, and strict observation and compliance with, these Terms of Use (the "General License"). Your failure to strictly comply with these Terms of Use allows, permits and absolutely and unconditionally provides MI with the right and remedy (and without any prior notice to you) to suspend, rescind, dissolve or terminate the General License (and, at MI's option, to do so retroactively.) if you fail to strictly comply with these Terms of Use, the choice of whether to do any one or more of the suspend, rescind, dissolve, or terminate the General License lies solely with MI. The General License is limited to, and conditioned on, you using the MI Websites and the MI Proprietary Property (except for any MI Product Authorized Copy) only for your personal use and for no other purpose whatsoever. MI reserves any and all licenses and rights not explicitly granted in these Terms of Use.

Where the MI Websites state or reflect a price, fee or other charge to purchase a copy of any MI Product Content (as opposed to purchasing only a license to, subscribing to only a license to or otherwise acquiring only a license to MI Product Content), the license granted in the General License to access or use said MI Product Content is subject to, and conditioned upon, you paying said price, fee or other charge to MI.

Further, where, due to a Volume Customer Agreement, the MI Websites expressly state a zero dollar (\$0.00) price, fee or other charge to purchase or otherwise acquire a copy of any MI Product Content (as opposed to purchasing only a license to, subscribing to only a license to or otherwise acquiring only a license to MI Product Content), the license granted in the General License to access or use said MI Product Content is subject to, and conditioned upon, the Volume Customer not then being in breach of any term or condition of, or default under, said Volume Customer Agreement.

2. License Restrictions. Unless otherwise expressly stated in these Terms of Use or you receive MI's Written Consent, you acknowledge and agree that no right or license whatsoever is granted by MI to you to do, and the General License is conditioned upon you not doing, any of the following:

(a) Modify/Xfer the MI Websites (or any portion thereof) or any other MI Proprietary Property (or any portion thereof);

(b) remove, delete, obscure, mutilate, conceal or alter any copyright, trademark, proprietary or other notices, legends, credits or labels from, in or on the MI Websites (or any portion thereof) or any other MI Proprietary Property (or any portion thereof);

(c) incorporate into any information retrieval system (electronic, digital, mechanical or otherwise): the MI Websites (or any portion thereof) or any other MI Proprietary Property (or any portion thereof);

(d) operate a web site or service bureau displaying, performing, executing or otherwise using any of the MI Proprietary Property;

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(e) use the MI Websites or any other MI Proprietary Property for any unauthorized, criminal, fraudulent or illegal purpose or activity including, but not limited to, any activity to obtain or attempt to obtain unauthorized, criminal or fraudulent access to or use of the MI Websites or any other MI Proprietary Property;

(f) Interfere With the proper access to, use of, display of, running of or otherwise working of the MI Websites or any other MI Proprietary Property, including, but not limited to, the transmission of any bug, virus, worm, trap door, back door, timer, clock, Trojan horse, or other limiting, compromising, malicious, disrupting, disabling or saboteur routine, instruction, software, code, applet, widget, means, design or malware.

(g) Interfere With any other Person's lawful access to, use of or enjoyment of, or with MI's operation and management of the MI Websites or any other MI Proprietary Property;

(h) Interfere With either: (1) the security-related or privacy functions or features, if any there be, of the MI Websites or any other MI Proprietary Property; or, (2) the functions or features that (whether wholly, solely, partially or otherwise) prevent, limit, regulate, secure, govern or otherwise restrict (including, without limitation, any license management functions or features) use of or access to (or the capabilities, permissions, license management, security or other authorizations to Modify/Xfer) the MI Websites or any other MI Proprietary Property; and,

(i) challenge or otherwise contest the copyright or other proprietary rights of MI and its licensors (as well as of any MI CopyR Holder) to the MI Websites or any other MI Proprietary Property.

All of the above provisions of Section 2 are hereby deemed, agreed and understood to be restrictions and limitations on that which is granted by MI in the General License (and so the above provisions of Section 2 are not affirmative covenants, warrants, representations or agreements by you not to do the things set forth in subsections (a) through (i) inclusive above) except as follows: To the extent that the MI CopyR Holder does not suffer any loss or limitation in enforcing its copyright (or where any such loss or limitation in so enforcing is of a kind or degree that the MI CopyR Holder is willing to, and has clearly consented in writing to, suffer), you further covenant, warrant, represent and agree that (except as otherwise expressly stated in these Terms of Use or where you receive MI's Written Consent): (A) you shall not do, and shall not induce or encourage others to do (and the General License is conditioned upon you not doing and upon you not inducing or encouraging others to do) any of (a) through (i) inclusive above: and, (B) Your Interests, who are under your supervision, direction or control, shall not do, and shall not induce or encourage others to do (and the General License is conditioned upon you not doing and upon you not inducing or encouraging others to do) and of (a) through (i) inclusive above.

The restrictions and limitations on the General License in this Section 2 are in addition to, and not in limitation of, the provisions of Sections 8.B and 15.B.

You have no right whatsoever to rely on any approval, authorization, waiver or otherwise consent of (or lack of any objection by) MI that is not MI's Written Consent. For the avoidance of doubt, you acknowledge, agree, represent and warrant that your actual access or use of (and regardless of whether MI has or has not objected to, suspended, terminated or restricted such access and use) the MI Websites or the MI Proprietary Property (and, without limiting the generality of the forgoing, whether only once, ad-hoc, intermittently, sporadically, regularly or continuously) is not, and shall not be, under any circumstances whatsoever the basis, grounds or evidence: (1) for your enjoying (or for any claim by you that you have or had the right to enjoy) any rights or

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licenses under these Terms of Use; (2) of any approval, authorization, waiver or otherwise consent of (or lack of any objection by) MI (or of any claim by you that you enjoy, or have otherwise obtained or received, the approval, authorization, waiver or otherwise consent of (or no objection from) MI); or, (3) for any claim by you that, by course of dealing or course of performance, MI has granted, delivered, issued or otherwise provided MI's approval, authorization, waiver or otherwise consent or has no objection.

3. Revisions to Terms of Use; Discontinued/Changed Products; Volume Customer User; Other.

(a) MI reserves the right to revise these Terms of Use at any time, one or more times, in its sole discretion by posting revised Terms of Use to the MI Websites. Your access or use of the MI Websites (other than your browsing ONLY to one or more of the HOME PAGE and these Terms of Use and the Privacy Policy) signifies your acceptance of these Terms of Use posted at the time of your access or use. You are and continue to be responsible for regularly reviewing these Terms of Use posted to the MI Websites. No revision to these Terms of Use (including, without limitation, to the provisions set forth in Section 22) shall apply to a controversy or claim between you and MI: (1) for which you give MI actual written notice of such controversy or claim before the date of any such revision; or (2) for which MI, on or before the date of any such revision, had actual notice of facts or circumstances which, from a reasonable commercial perspective, readily appear to likely give rise to said controversy or claim.

(b) MI may, at any time (one or more times), discontinue, retire, replace, modify or otherwise change (or restrict or limit, in any way or manner whatsoever that MI elects, the availability or continued availability of) any one or more MI Product Content or any other MI Proprietary Property, as well as any part, item, component, portion, feature or function, of any one or more MI Product Content or other MI Proprietary Property. You agree that MI has no obligation to you whatsoever to continue to provide, support or maintain any one or more MI Product Content (or any part, item, component, portion, feature or function thereof) or other MI Proprietary Property (or any part, item, component, portion, feature or function thereof). Where you have paid a fixed fee for an MI Product Content for a term and MI completely discontinues such MI Product Content before the end of the then current term associated with such MI Product Content, MI will refund to you a pro rata portion of the amount of the fixed fee which has been paid by you (and, if a Volume Customer paid for you, then you are not entitled to any refund), which pro rata portion shall be equal to the amount of the fixed fee which has been paid multiplied by the fraction of the then balance of time in the then current term divided by the time for the full then current term.

(c) If you are accessing or using any portion of the MI Website subject to a Volume Customer Agreement, you hereby acknowledge and agree for all purposes that such access or use is nevertheless conditioned upon and subject to your full and faithful acceptance, performance, observation and compliance with these Terms of Use (and, for the avoidance of doubt, you do hereby agree to fully and faithfully perform, observe and comply with these Terms of Use). You further agree that you are not a third party beneficiary under said Volume Customer Agreement. You further agree that MI can, and you irrevocably, absolutely, unconditionally and forever grant MI the right and authority to, disclose without any restrictions whatsoever (whether as to confidentiality, privacy, security or otherwise) to a Volume Customer all information about you (including, without limitation, all Personal Information as well as all other information which you enter into the MI Websites or which MI collects about you or about your access to or use of the MI Websites and any other MI Proprietary Property).

(d) You agree that these Terms of Use are a two-party agreement between you and MI; and, that these Terms of Use are not a collective or association agreement. You agree that you have no right to enjoy, and that MI has no obligation to offer or otherwise provide to you, goods, services, licenses or other products (or any contractual or other terms and conditions) enjoyed by others who access or use the MI Websites or any other MI Proprietary Property. Unless otherwise expressly stated in a mutual written agreement between you and MI, you acknowledge and agree that you have no exclusive right or license whatsoever to any all or any part of the MI Websites or any other MI Proprietary Property.

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(e) You agree and acknowledge for all purposes that MI has no obligations of exclusivity whatsoever to you (and, for the avoidance of doubt, but without limiting the generality of the forgoing, that MI may offer any of the MI Product Content as well as any other of MI's goods, licenses, services or other products to third parties). MI agrees that you have no obligations of exclusivity whatsoever to MI (and, for the avoidance of doubt but without limiting the generality of the forgoing, that you may look to other providers for the same, similar or other educational, professional, software or other products for you). For the avoidance of doubt, nothing in these Terms of Use prohibit or otherwise restrict MI from offering, selling, licensing or otherwise providing any goods, services, licenses or other products to (or from otherwise doing business with) any of Your Interests. In addition to whatever rights MI has, at law or in equity, to list or describe you as, and to otherwise advertise that you are, a customer of MI (including, without limitation, the descriptive or nominative use of your trademarks, service marks, brands, logos and identifiers), you hereby grant MI a nonexclusive irrevocable license and right to list and describe you as, and to advertise that you are, a customer of MI (including using your trademarks, service marks, brands, logos and identifiers) on or in MI Websites and any other MI Proprietary Property and in other advertisements and promotions.

(f) From time to time, one or more times, MI, or MI's designee, shall have the right, during your normal business hours, to audit, exam, review, copy and otherwise inspect your books and records (including, without limitation, computer systems) in order to review compliance by you with these Terms of Use. MI shall give you at least ten (10) days prior written notice of its intent to exercise said right. This Section 3(f) absolutely and unconditionally survives any termination, expiration, rescission, dissolution, cancelation, revocation or otherwise end to these Terms of Use for five years. In the event that the results of the audit, exam or review reflect that you are in material breach of these Terms of Use or owe more than a de minimis amount of money to MI, you shall reimburse MI for the reasonable fees, expenses and costs of said audit or review (and such remedy of MI is in addition to MI's other rights and remedies under these Terms of Use).

(g) In addition to other rights or licenses that MI may enjoy as to the collection, access to or use of information or data about you, (including, without limitation, your use of or access to the MI Proprietary Property), you grant MI an absolute, unconditional and irrevocable, perpetual, worldwide, royalty free, non-exclusive right and license (with the right to sublicense) to extract from, and otherwise develop Anonymous Data from any information or other data about you in order to use said Anonymous Data in a database or other collection (which database or other collection may also contain other data). You acknowledge, agree, represent and warrant that said Anonymous Data is owned by, and is hereby absolutely, unconditionally and irrevocably assigned to, MI without you imposing, and so free of, any restrictions, limitation or encumbrances whatsoever.

4. MI Policies; Additional Terms and Conditions. MI's Privacy Policy, as well as other additional terms and conditions applicable to certain portions of the MI Websites (collectively "Additional Terms and Conditions") are incorporated herein by reference and made a part hereof. To the extent that there is a conflict, inconsistency or ambiguity between MI's Privacy Policy and the rest of these Terms of Use, the rest of these Terms of Use govern and control. To the extent that there is a conflict, inconsistency or ambiguity between any part of these Terms of Use and any Additional Terms and Conditions, the Additional Terms and Conditions shall govern and control.

5. Click-Through Agreements. Before accessing or using certain areas of the MI Websites you may be asked to indicate your acceptance of additional special terms and conditions by clicking a button marked "Accept" "I Accept" "Agree" "I Agree" "Okay" "Consent" "I Consent" "Submit" or other words or actions that similarly acknowledge your consent or acceptance of certain or additional terms and conditions (a "Click-Through Agreement"). Each Click-Through Agreement is incorporated herein by reference and made a part hereof. To the extent there is a conflict, inconsistency or ambiguity between any Click-Through Agreement and the rest of these Terms of Use, the Click-Through Agreement will govern and control.

6. Personal Login Information; Database Breach Notice.

A. Certain features and areas of the MI Websites are Registered Areas. You must keep the Personal Login Information secure and confidential, regardless of whether you are required to create an account. Also, if you are provided with a Preset Personal

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Login Information, you must promptly create a different password before accessing or otherwise using the MI Websites. You represent and warrant that you shall not use for the Personal Login Information a login, password or other like-authentication (or any login, password or other like authentication similar thereto) that you use for security, privacy or otherwise access, use or operation of any of the following: bank, savings and loan, brokerage, credit card, debit card, IRA, 401K, health savings accounts, mortgage, loan or other financial institution accounts; health or medical records or accounts; PAYPAL or any other payment facility or payment service provider; email, text or other communications services; Facebook, LinkedIn or any other social media website or account; iPhone, Android phone or other phone, PDA or pager; burglar alarm or other access, security or intrusion-detection or prevention system; or any other website, computer, network, system, equipment, facility, office, plant, hospital, clinic, residence, boat, storage, warehouse or other building, land or resource); provided that you are not prohibited by MI from using your Personal Login Information for any account that you have with MI.

B. The Personal Login Information/Account is personal to you and you may not allow any other Person to use it under any circumstances whatsoever. MI is not liable for any harm caused by or related to or arising, in any way whatsoever, from the theft, misappropriation, disclosure, or unauthorized use of the Personal Login Information/Account. You must contact MI immediately if you become aware of or believe there is or may have been any unauthorized use of the Personal Login Information/Account, or otherwise wish to deactivate the Personal Login Information/Account due to security or privacy concerns. Actual or attempted unauthorized use of or access to Registered Areas or an account may result in criminal and/or civil prosecution. Success in, or attempts to, access Registered Areas or an account without authorization, as well as any information obtained therefrom, may be given to law enforcement organizations or agencies in connection with any investigation or prosecution of possible criminal or other unlawful activity.

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(i) THAT THE MI WEBSITES (OR THE USE THEREOF), OR THE WEBSITE PRODUCTS (OR THE USE THEREOF), OR ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, INFORMATION IN THE FORM OF (OR OF, ABOUT OR CONCERNING) RESULTS, ANALYSIS, SUGGESTIONS, STUDIES, CLINICAL TRIALS, MONOGRAPHS, ARTICLES, PRESENTATIONS (INCLUDING, WITHOUT LIMITATION, MOTION GRAPHIC PRESENTATIONS), EDUCATION MATERIALS (WHETHER IN TEXT, AUDIO, VIDEO OR AUDIO/VIDEO), TEXT BOOKS, PAPERS, JOURNALS, RECOMMENDATIONS, REFERENCES, TIPS, HINTS, ALERTS (INCLUDING, WITHOUT LIMITATION, RISK ALERTS), ADVICE OR OTHERWISE) THAT MAY BE OBTAINED OR USED BY YOU OR OTHERS FROM THE MI WEBSITES OR THE WEBSITE PRODUCTS, ARE COMPLETE, TRUE, ACCURATE, CORRECT, SUITABLE, TIMELY, APPROPRIATE, RELIABLE, SECURE, PRIVATE, APPLICABLE, USEFUL, SUITABLE OR NONINFRINGEMENT OR OTHERWISE FREE OF ERRORS, DEFECTS, OMISSIONS, MISTAKES OR OTHER PROBLEMS;

(ii) THAT THE MI WEBSITES (OR THE USE THEREOF), OR THE WEBSITE PRODUCTS (OR THE USE THEREOF), OR ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, INFORMATION IN THE FORM OF (OR OF, ABOUT OR CONCERNING) RESULTS, ANALYSIS, SUGGESTIONS, STUDIES, CLINICAL TRIALS, MONOGRAPHS, ARTICLES, PRESENTATIONS (INCLUDING, WITHOUT LIMITATION, MOTION GRAPHIC PRESENTATIONS), EDUCATION MATERIALS (WHETHER IN TEXT, AUDIO, VIDEO OR AUDIO/VIDEO), TEXT BOOKS, PAPERS, JOURNALS, RECOMMENDATIONS, REFERENCES, TIPS, HINTS, ALERTS (INCLUDING, WITHOUT LIMITATION, RISK ALERTS), ADVICE OR OTHERWISE) THAT MAY BE OBTAINED OR USED BY YOU OR OTHERS FROM THE MI WEBSITES OR THE WEBSITE PRODUCTS ARE: (A) ORIGINAL; (B) FREE OF LIBELOUS OR OTHERWISE DEFAMATORY STATEMENTS OR CONTENT; (C) FREE OF VULGAR, INSULTING, VIOLENT, SCANDALOUS, VIVID, ACUTE, INTENSE, AGONIZING, FORCEFUL, EXTREME, BLOODY, NUDE OR OTHERWISE OFFENSIVE STATEMENTS OR CONTENT; (D) OR OTHERWISE IN COMPLIANCE WITH LAW;

(iii) THAT ACCESS TO OR USE OF THE MI WEBSITES OR THE WEBSITE PRODUCTS WILL BE UNINTERRUPTED, TIMELY, SECURE, PRIVATE OR ERROR FREE;

(iv) ABOUT OR CONCERNING THE QUALITY, ACCURACY, CORRECTNESS, COMPLETENESS, APPROPRIATENESS, APPLICABILITY, TRUTHFULNESS, SUITABILITY, RELIABILITY, PERFORMANCE, CONDITION, CAPACITY, SECURITY, PRIVACY, TIMELINESS, STALENESS, USEFULNESS, SAFETY, FUNCTION OR FEATURES OF THE MI WEBSITES OR THE WEBSITE PRODUCTS;

(v) ABOUT OR CONCERNING THE CONFORMITY OF THE MI PROPRIETARY PROPERTY (OR THE USE THEREOF) OR ANY WEBSITE PRODUCTS (OR THE USE THEREOF) TO ANY STATEMENT, SPECIFICATION OR DESCRIPTION OF OR ABOUT THE MI PROPRIETARY PROPERTY (OR ANY USE THEREOF) OR ANY WEBSITE PRODUCTS (OR ANY USE THEREOF);

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(vi) THAT THE MI WEBSITES (OR YOUR USE THEREOF) OR THE WEBSITE PRODUCTS (OR YOUR USE THEREOF), ARE INTENDED TO, OR WILL, MEET, MAINTAIN, SATISFY, ACHIEVE OR COMPLY WITH YOUR INTENDED USE OR PURPOSES (AND, WITHOUT LIMITING THE GENERALITY OF THE FORGOING, YOUR INTENDED USE OR PURPOSES AS TO ANY EXPECTATIONS, REQUIREMENTS, CERTIFICATIONS, CREDENTIALING, CREDITS, LICENSURE, MEDICAL PRIVILEGES, NEEDS, GOALS, OBJECTIVES, STANDARDS, BEST PRACTICES OR OTHER CRITERIA WHATSOEVER);

(vii) THAT WEBSITE PRODUCTS ARE OR WILL REMAIN UNCHANGED, CURRENT, TIMELY, AVAILABLE OR ACCESSIBLE (WHETHER ON OR THROUGH THE MI WEBSITES, MI OR OTHERWISE);

(viii) THAT MI WEBSITES ARE OR WILL REMAIN UNCHANGED, CURRENT, TIMELY, AVAILABLE OR ACCESSIBLE;

(ix) (EXCEPT AS STATED IN (AND ONLY AS TO THE LIMITED REMEDY STATED IN) MI'S PRIVACY POLICY) ABOUT OR CONCERNING THE PRESERVATION, STORAGE, ARCHIVING, BACKUP, PROTECTION, PRIVACY OR SECURITY OF, OR THE AVOIDANCE OF, OR PROTECTION AGAINST ANY LOSS OF, CORRUPTION TO, ALTERATION OF, DESTRUCTION OF, DAMAGE TO, DISCLOSURE OF, ACCESS TO OR BREACH OF OR COMPROMISE IN (OR POSSIBLE OR THREATENED BREACH OF OR COMPROMISE IN) SECURITY OR PRIVACY AS TO ANY INFORMATION, DATA OR ANY DATABASE; OR,

(x) ABOUT OR CONCERNING ANY VOLUME CUSTOMER OR THEIR PERFORMANCE, SATISFACTION OR BREACH OF, OR DEFAULT UNDER, ANY VOLUME CUSTOMER AGREEMENT.

FOR THE AVOIDANCE OF DOUBT, NO STATEMENT, REPRESENTATION, CLAIM OR OTHER AFFIRMATION OF FACT MADE BY MI OUTSIDE THE FOUR CORNERS OF THESE TERMS OF USE (WHETHER MADE IN ANY PRODUCT LITERATURE, PROMOTIONAL MATERIALS, ADVERTISING, WEBSITE OR OTHERWISE, OR WHETHER MADE BY ANY OWNER, MANAGER, OFFICER, EMPLOYEE, DISTRIBUTOR OR REPRESENTATIVE OF MI) MAY BE RELIED UPON BY YOU, OR THIRD PARTIES, IN ANY WAY WHATSOEVER; AND, NO STATEMENT, REPRESENTATION, CLAIM OR OTHER AFFIRMATION OF FACT MADE BY MI OUTSIDE THE FOUR CORNERS OF THESE TERMS OF USE (WHETHER MADE IN ANY PRODUCT LITERATURE, PROMOTIONAL MATERIALS, ADVERTISING, WEBSITE OR OTHERWISE, OR WHETHER MADE BY ANY OWNER, MANAGER, OFFICER, EMPLOYEE, DISTRIBUTOR OR REPRESENTATIVE OF MI) IS, OR SHALL BE CONSIDERED, ANY REPRESENTATION OR WARRANTY WHATSOEVER (ALL OF SAME BEING HEREBY EXPRESSLY DISCLAIMED BY MI) OR SHALL GIVE RISE TO ANY LIABILITY OF MI WHATSOEVER.

(EXCEPT AS STATED IN (AND ONLY AS TO THE LIMITED REMEDY STATED IN) MI'S PRIVACY POLICY), FOR THE AVOIDANCE OF DOUBT, BY THESE TERMS OF USE, MI NEITHER MAKES NOR GIVES ANY REPRESENTATION OR WARRANTY WHATSOEVER THAT MI, THE MI WEBSITES, THE MI CONTENT ITEMS OR ANY WEBSITE PRODUCTS ARE COMPLIANT WITH, OR THAT YOUR ACCESS OR USE THEREOF WILL BE COMPLIANT WITH, THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA), HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH) OR GRAMM-LEACH-BLILEY ACT (GLB) (OR, TO BE CLEAR, ANY OTHER FEDERAL OR STATE STATUTE, LAW OR RULE GOVERNING OR OTHERWISE ADDRESSING THE PROTECTION, SECURITY, PRIVACY, BREACH, BREACH NOTIFICATION OR OTHER MATTERS PERTAINING TO ANY FILES, RECORDS, IMAGES OR OTHER INFORMATION, DATA OR DATABASE, OR THE ACCESS TO OR USE OF SAID FILES, RECORDS, IMAGES OR OTHER INFORMATION, DATA OR DATABASE).

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EXCEPT AS SET FORTH IN SECTION 16.A, ALL WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF: MERCHANTABILITY; FITNESS FOR A PARTICULAR USE OR PURPOSE; LACK OF, OR FREE FROM, LATENT, HIDDEN, REDHIBITORY, PATENT OR OTHER DEFECTS; ARISING BY STATUTE OR OTHERWISE IN LAW; ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USE OF OR IN TRADE; AND/OR NONINFRINGEMENT, NON-MISAPPROPRIATION OR NON-VIOLATION OF INTELLECTUAL PROPERTY.

NOTHING IN THIS SECTION 16 (WHETHER SUBSECTIONS A OR B) IS, OR IS INTENDED AS, A GRANT OF ANY LICENSE, PERMISSION, AUTHORITY OR RIGHT WHATSOEVER TO BROWSE, NAVIGATE, SEARCH, DOWNLOAD, COPY, DISTRIBUTE, DISPLAY, PREPARE DERIVATE WORKS OF, ADAPT OR OTHERWISE USE OR ACCESS THE MI WEBSITES OR THE WEBSITE PRODUCTS.

17. LIMITATIONS OF LIABILITY.

A. DEFINITIONS

THE TERM “COVERED CLAIMS” MEANS ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTIONS, SUITS, ARBITRATIONS, INJUNCTIONS, PROCEEDINGS, INVESTIGATIONS, LIABILITIES (INCLUDING, WITHOUT LIMITATION, LIABILITIES FOR OR RELATED TO MEDICAL MALPRACTICE, NEGLIGENCE, FAULT, ERROR OR OMISSION), OBLIGATIONS, LOSSES, DAMAGES (WHETHER COMPENSATORY, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, STATUTORY, RELIANCE, SPECIAL, ENHANCED, EXEMPLARY, PUNITIVE, WILLFUL, BAD FAITH OR OTHERWISE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY OF THE FOLLOWING: LOSS OF PROFITS, REVENUE, PATRONAGE OR BUSINESS; DELAY DAMAGES; DAMAGE TO REPUTATION; LOSS OF GOODWILL; LOSS OR SUSPENSION OF (OR FAILURE TO OBTAIN, ACHIEVE OR MAINTAIN) CREDENTIALS, ACCREDITATIONS, CERTIFICATIONS, CREDITS, LICENSURE, PROFESSIONAL LICENSES, MEDICAL PRIVILEGES OR OTHER PRIVILEGES WHATSOEVER; REPRIMAND; CENSURE; LOSS OF, DESTRUCTION OF, ALTERATION OF, DISCLOSURE OF OR CORRUPTION TO INFORMATION, DATA OR ANY DATABASE)), FINES, PENALTIES, ASSESSMENTS, JUDGMENTS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, INVESTIGATORY FEES, CONSULTANT FEES AND EXPERT FEES) OF ANY KIND OR CHARACTER (INCLUDING, WITHOUT LIMITATION, WHETHER SOUNDING IN, IN THE NATURE OF OR OTHERWISE ARISING IN, UNDER OR BY CONTRACT, QUASI-CONTRACT, SUBROGATION, NEGLIGENCE, FAULT, TORT, STATUTE, STRICT LIABILITY OR OTHERWISE).

B. CAP ON DAMAGES. IN ADDITION TO (AND THUS NOT IN LIMITATION OF) MI'S OTHER RIGHTS, REMEDIES AND DEFENSES IN THESE TERMS OF USE (BUT SUBJECT TO THE LAST PARAGRAPH OF THIS SECTION 17.B) AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE CUMULATIVE LIABILITY OF THE MI INTERESTS FOR ALL COVERED CLAIMS (AND WHETHER BROUGHT OR SUFFERED BY OR AGAINST YOU, YOUR EMPLOYER, YOUR PATIENT, YOUR CLIENT, YOUR CUSTOMER, A VOLUME CUSTOMER OR OTHER THIRD PARTIES) WHATSOEVER CAUSED BY, DUE TO, BASED ON, RESULTING FROM, ARISING OUT OF, CONNECTED WITH, ORIGINATING WITH, ASSOCIATED WITH, INCIDENT TO, ATTRIBUTABLE TO, CONCERNING OR RELATED TO THE MI WEBSITES (OR THE USE THEREOF), THE MI CONTENT ITEMS (OR THE USE THEREOF), THE MI PROPRIETARY PROPERTY (OR THE USE THEREOF) OR THE WEBSITE PRODUCTS (OR THE USE THEREOF) (COLLECTIVELY, “YOUR CLAIMS”) SHALL NOT

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EXCEED (AS DEFINED NEXT) THE LIABILITY CAP. THE TERM “LIABILITY CAP” MEANS THE GREATER OF EITHER: (1) THE AMOUNT OF MONIES THAT YOU (AND, TO BE CLEAR, NOT ANY VOLUME CUSTOMER) ACTUALLY PAID, IF ANY, TO MI TO PURCHASE OR LICENSE ANY WEBSITE PRODUCT DURING THE THEN LAST TWENTY FOUR (24) MONTHS MEASURED FROM THE TIME THAT YOU FORMALLY ASSERT YOUR CLAIMS AGAINST MI; OR, (2) FIVE HUNDRED (\$500.00) U.S. DOLLARS. THIS LIMIT IS CUMULATIVE AND ALL PAYMENTS (INCLUDING, WITHOUT LIMITATION, ANY AND ALL PAYMENTS TO YOU, YOUR EMPLOYERS, YOUR PATIENTS, THE VOLUME CUSTOMER OR OTHER THIRD PARTIES) BY MI ARE AGGREGATED TO CALCULATE SATISFACTION OF THE LIABILITY CAP. THE EXISTENCE OF MULTIPLE CLAIMS, LOSSES, LIABILITIES, FINES, DAMAGES OR OTHER COVERED CLAIMS WHATSOEVER DOES NOT ENLARGE THE LIABILITY CAP IN ANY WAY OR MANNER WHATSOEVER.

NOTHING IN THIS SECTION 17.B SHALL AFFECT YOUR RIGHT FOR INDEMNITY AND DEFENSE UNDER ANY INSURANCE CONTRACT THAT YOU MAY HAVE WITH A VOLUME CUSTOMER; PROVIDED, THAT NOTHING IN THESE TERMS OF USE PROVIDES OR OTHERWISE GRANTS A RIGHT OF SUBROGATION TO SAID VOLUME CUSTOMER.

C. LIMITATION ON LIABILITY; AND DISCLAIMER OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, THE MI INTERESTS (SUBJECT TO THE LAST PARAGRAPH OF THIS SECTION 17.C) SHALL NOT BE LIABLE FOR, AND MI DISCLAIMS ALL LIABILITY FOR, ANY CLAIM (EXCEPT A CLAIM AGAINST MI UNDER, AND LIMITED BY AND IN ACCORDANCE WITH, SECTION 16.A), LOSS, LIABILITY (INCLUDING, WITHOUT LIMITATION, YOUR PROFESSIONAL LIABILITY FOR ANY BODILY INJURY, PERSONAL INJURY, DISFIGUREMENT OR DEATH TO, OR OF, ANY OF YOUR PATIENTS, CLIENTS OR CUSTOMERS), FINE, DAMAGE OR OTHER COVERED CLAIMS WHATSOEVER, EVEN IF YOU OR OTHER PERSONS HAVE ADVISED MI OR ANY OTHER MI INTERESTS OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES OR OTHER COVERED CLAIMS.

FOR THE AVOIDANCE OF DOUBT, AND WITHOUT LIMITING IN ANY WAY WHATSOEVER THE FORGOING, THE MI INTERESTS, TO THE FULLEST EXTENT PERMITTED BY LAW, SHALL NOT BE LIABLE FOR, AND MI DISCLAIMS ANY AND ALL LIABILITY FOR, ANY CLAIM (EXCEPT A CLAIM AGAINST MI UNDER, AND LIMITED BY AND IN ACCORDANCE WITH, SECTION 16.A), LOSS, LIABILITY (INCLUDING, WITHOUT LIMITATION, YOUR PROFESSIONAL LIABILITY FOR ANY BODILY INJURY, PERSONAL INJURY, DISFIGUREMENT OR DEATH TO, OR OF, ANY OF YOUR PATIENTS, CLIENTS OR CUSTOMERS), FINE, DAMAGE OR OTHER COVERED CLAIMS WHATSOEVER FOR, DUE TO, CAUSED BY, BASED ON, RESULTING FROM, IN CONNECTION WITH, ASSOCIATED WITH, INCIDENT TO, ATTRIBUTABLE TO, AS A RESULT OF, ORIGINATING WITH, CONCERNING OR ARISING FROM OR OUT OF ANY ONE OR MORE OF THE FOLLOWING:

(i) THE USE OF OR INABILITY TO USE (OR THE WHOLE, PARTIAL OR INTERMITTENT INTERRUPTION, CESSATION OR SUSPENSION IN USE OF) THE MI WEBSITES, ANY OTHER MI PROPRIETARY PROPERTY OR THE WEBSITE PRODUCTS;

(ii) ANY INTERRUPTION IN THE AVAILABILITY OF THE MI WEBSITES (OR THE USE THEREOF), ANY OTHER MI PROPRIETARY PROPERTY (OR THE USE THEREOF) OR THE WEBSITE PRODUCTS (OR THE USE THEREOF);

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(iii) ANY EQUIPMENT, FACILITIES, UTILITIES, NETWORK OR SYSTEMS FAILURES OR ERRORS WHATSOEVER;

(iv) THE PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, CONTENT, PRODUCTS, LICENSES OR OTHER RIGHTS, THINGS OR ITEMS DUE TO, CAUSED BY, ASSOCIATED WITH, RESULTING FROM OR RELATED TO ANY ONE OR MORE FAILURES, ERRORS, OMISSIONS, MISTAKES, DEFECTS OR OTHER PROBLEMS WHATSOEVER WITH (INCLUDING, WITHOUT LIMITATION, INTERRUPTIONS IN AVAILABILITY OF, RUNNING OF OR EXECUTION OF) THE FOLLOWING: (1) THE MI PROPRIETARY PROPERTY OR THE WEBSITE PRODUCTS; OR, (2) TRANSACTIONS, TRANSMISSIONS, INFORMATION, DATA OR OTHER COMMUNICATIONS WHATSOEVER WITH, BY, THROUGH, TO, FROM OR ENTERED INTO THE MI WEBSITES, OTHER MI PROPRIETARY PROPERTY, THE WEBSITE PRODUCTS OR MI;

(v) (EXCEPT AS STATED IN (AND ONLY AS TO THE LIMITED REMEDY STATED IN) MI'S PRIVACY POLICY), UNAUTHORIZED OR AUTHORIZED ACCESS TO, DISCLOSURE OF, ALTERATION OF, CORRUPTION OF, DESTRUCTION OF, LOSS OF OR OTHER DAMAGE WHATSOEVER TO YOUR OR OTHERS COMMUNICATIONS, TRANSMISSIONS, INFORMATION OR DATA;

(vi) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON, IN OR PRODUCED BY THE MI WEBSITES (OR THE USE THEREOF), OR ON, IN OR PRODUCED BY THE WEBSITE PRODUCTS (OR THE USE THEREOF);

(vii) ANY DELAY IN OPERATION OF, ACCESS TO OR AVAILABILITY OF THE MI WEBSITES (OR THE USE THEREOF), OTHER MI PROPRIETARY PROPERTY (OR THE USE THEREOF) OR THE WEBSITE PRODUCTS (OR THE USE THEREOF); OR ANY OTHERWISE WHOLE, PARTIAL OR INTERMITTENT FAILURE OF THE MI WEBSITES (OR THE USE THEREOF), OTHER MI PROPRIETARY PROPERTY (OF THE USE THEREOF) OR THE WEBSITE PRODUCTS (OR THE USE THEREOF); AND, WHETHER AS TO SUCH DELAY OR SUCH FAILURE, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FORGOING, SUCH DELAY OR SUCH FAILURE ARISING OUT OF CAUSES BEYOND MI'S REASONABLE CONTROL)

(viii) THE USE OF, ADOPTION OF, REFERENCE TO, OR RELIANCE ON THE MI WEBSITES (OR ANY OF THE CONTENT THEREOF), OTHER MI PROPRIETARY PROPERTY (OR ANY OF THE CONTENT THEREOF) OR THE WEBSITE PRODUCTS (OR ANY OF THE CONTENT THEREOF);

(ix) ANY THIRD PARTY MATERIALS, INFORMATION (INCLUDING, WITHOUT LIMITATION, INFORMATION IN THE FORM OF (OR OF, ABOUT OR CONCERNING) RESULTS, ANALYSIS, SUGGESTIONS, STUDIES, CLINICAL TRIALS, MONOGRAPHS, ARTICLES, PRESENTATIONS (INCLUDING, WITHOUT LIMITATION, MOTION GRAPHIC PRESENTATIONS), EDUCATION MATERIALS (WHETHER IN TEXT, AUDIO, VIDEO OR AUDIO/VIDEO), TEXT BOOKS, PAPERS, JOURNALS, RECOMMENDATIONS, REFERENCES, TIPS, HINTS, ALERTS (INCLUDING, WITHOUT LIMITATION, RISK ALERTS), ADVICE OR OTHERWISE), PRODUCTS, CONTENT AND SERVICES CONTAINED IN OR ON, OR ACCESSED BY OR THROUGH, THE MI WEBSITES (OR THE USE THEREOF), OTHER MI PROPRIETARY PROPERTY (OR THE USE THEREOF) OR THE WEBSITE PRODUCTS (OR THE USE THEREOF);

(x) ANY BUG, VIRUS, TROJAN HORSE, WORM, TRAP DOOR, BACK DOOR, TIMER, CLOCK, OR OTHER LIMITING, COMPROMISING, DISRUPTING, DISABLING OR SABOTEUR ROUTINE, INSTRUCTION, SOFTWARE, CODE, APPLET, WIDGET, MALWARE, DEVICES, MEANS OR DESIGN OR THE LIKE, WHICH MAY BE TRANSMITTED, PROPAGATED OR OTHERWISE DELIVERED IN, BY, TO OR THROUGH THE MI

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WEBSITES (OR THE USE THEREOF), ANY OTHER MI PROPRIETARY PROPERTY (OR THE USE THEREOF) OR THE WEBSITE PRODUCTS (OR THE USE THEREOF);

(xi) ANY (OR THE LACK OF ANY; OR, ANY ERROR, OMISSION, DEFICIENCY OR OTHER PROBLEM IN ANY):

(1) CONTENT, INFORMATION (INCLUDING, WITHOUT LIMITATION, INFORMATION IN THE FORM OF (OR OF, ABOUT OR CONCERNING) RESULTS, ANALYSIS, SUGGESTIONS, STUDIES, CLINICAL TRIALS, MONOGRAPHS, ARTICLES, PRESENTATIONS (INCLUDING, WITHOUT LIMITATION, MOTION GRAPHIC PRESENTATIONS), EDUCATION MATERIALS (WHETHER IN TEXT, AUDIO, VIDEO OR AUDIO/VIDEO), TEXT BOOKS, PAPERS, JOURNALS, RECOMMENDATIONS, REFERENCES, TIPS, HINTS, ALERTS (INCLUDING, WITHOUT LIMITATION, RISK ALERTS), ADVICE OR OTHERWISE), MATERIALS, ACCURACY, QUALITY, TIMELINESS, APPROPRIATENESS, TRUTHFULNESS, SUITABILITY, RELIABILITY, USEFULNESS, SAFETY, PERFORMANCE, CONDITION, CAPACITY, SECURITY, PRIVACY, FUNCTION OR FEATURES OF, ON, IN, DISPLAYED BY, PRODUCED BY, PROVIDED BY OR OTHERWISE ARISING FROM THE MI WEBSITES (OR THE USE THEREOF), OTHER MI PROPRIETARY PROPERTY (OR THE USE THEREOF) OR THE WEBSITE PRODUCTS (OF THE USE THEREOF); OR,

(2) PRODUCTS, SERVICES, CONTENT, INFORMATION (INCLUDING, WITHOUT LIMITATION, INFORMATION IN THE FORM OF (OR OF, ABOUT OR CONCERNING) RESULTS, ANALYSIS, SUGGESTIONS, STUDIES, CLINICAL TRIALS, MONOGRAPHS, ARTICLES, PRESENTATIONS (INCLUDING, WITHOUT LIMITATION, MOTION GRAPHIC PRESENTATIONS), EDUCATION MATERIALS (WHETHER IN TEXT, AUDIO, VIDEO OR AUDIO/VIDEO), TEXT BOOKS, PAPERS, JOURNALS, RECOMMENDATIONS, REFERENCES, TIPS, HINTS, ALERTS (INCLUDING, WITHOUT LIMITATION, RISK ALERTS), ADVICE OR OTHERWISE), LICENSES, MATERIALS OR OTHER RIGHTS, THINGS OR ITEMS PROVIDED BY OR ADVERTISED IN, ON OR THROUGH THIRD PARTY WEBSITES (OR THE USE THEREOF); OR,

(xii) ANY OTHER MATTER, EVENT OR CIRCUMSTANCE WITH RESPECT TO, CONNECTED WITH, CONCERNING OR RELATING TO THE MI WEBSITES (OR THE USE THEREOF), THE MI PROPRIETARY PROPERTY (OR THE USE THEREOF) OR THE WEBSITE PRODUCTS (OR THE USE THEREOF).

In the event you are dissatisfied with, or dispute, these Terms of Use, the MI Websites, other MI Proprietary Property or the Website Products, your sole and exclusive right, remedy and recourse is to terminate your use of the MI Websites, other MI Proprietary Property and the Website Products (which termination, for the avoidance of doubt, does not terminate your obligations and liabilities hereunder and does not affect or alter the survival provisions of Section 21), even if that right, remedy or recourse is deemed to fail of its essential purpose. You confirm and agree that MI, with such termination, has no residual or other obligation, liability or responsibility whatsoever to you or any other Person under or by these Terms of Use.

NOTHING IN THIS SECTION 17.B SHALL AFFECT YOUR RIGHT FOR INDEMNITY AND DEFENSE UNDER ANY INSURANCE CONTRACT THAT YOU MAY HAVE WITH A VOLUME CUSTOMER; PROVIDED, THAT NOTHING IN THESE TERMS OF USE PROVIDES OR OTHERWISE GRANTS A RIGHT OF SUBROGATION TO SAID VOLUME CUSTOMER.

18. Exclusions permitted by law. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, WHERE, AND ONLY IN THOSE CIRCUMSTANCES WHERE, THE

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LAW OF SUCH JURISDICTIONS MUST BE APPLIED TO THESE TERMS OF USE, ONLY THE ABOVE LIMITATIONS IN SECTIONS 16 AND 17 WHICH ARE LAWFUL IN SAID JURISDICTION WILL APPLY TO YOU AND MI'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF SAID JURISDICTION.

19. Indemnification. The fact that there may be some overlap in the definition of "Covered Damages/Liabilities" and the definition of "COVERED CLAIMS" does not, and shall not, limit the scope, reach or breadth of either of said definitions.

To the fullest extent permitted by law, you shall fully and completely indemnify, protect, defend and hold harmless the MI Interests from, against and with respect to COVERED CLAIMS caused by, due to, based on, resulting from, arising out of, originating from, concerning, connected with, associated with, incident to, attributable to, or otherwise related to any one or more of the following (or to the fact, assertion, threat or allegation (whether groundless, evident, certain or otherwise) of any one or more of the following) (each an "Indemnified Claim"):

(a) that the use of, the access to, the adoption of or the reliance on any Website/Product Information by you or Your Substitute (as well as any of Your Employers or Your Associates where you or Your Substitute have delivered, disclosed or otherwise provided any Website/Product Information to such of Your Employers or Your Associates) has, in any way whatsoever (and whether wholly or partially), created, caused or contributed to, in any way whatsoever, any of the following: (1) Covered Damages/Liabilities; (2) COVERED CLAIMS by, for or against you or Your Interests; or (3) COVERED CLAIMS suffered or incurred by Your Interests.

(b) that you have breached or otherwise failed to fully and faithfully perform, observe or satisfy any agreement, covenant, representation, warranty, promise or other obligation, commitment or undertaking made or given by you in these Terms of Use;

(c) that any information or data of or about (or any database housing, storing or otherwise containing any information or data of or about) you or Your Interests, is not, or was not, preserved, stored, archived, backed-up, protected or made secure or private; or that there is, or has been, a loss of, corruption to, alteration of, destruction of, damage to, disclosure of, access to, breach in security as to or breach in privacy as to, any such information, data or any such database;

(d) that there is or has been: (1) access allowed by, or a disclosure or delivery by, MI to any past or current Volume Customer of any information or data of or about (or any database housing, storing or otherwise containing any information or data of or about) you or Your Interests or any further access, disclosure or delivery thereof to other Persons by you or Your Interests; or (2) a use, or misuse, of any information or data of or about (or any database housing, storing or otherwise containing any information or data of or about) you or Your Interests (including, without limitation, by those other Persons to whom you or Your Interests have delivered, disclosed or otherwise allowed or permitted access to any information or data of or about (or any database housing, storing or otherwise containing any information or data of or about) you or Your Interests);

(e) that any COVERED CLAIMS for infringement or other violation of Intellectual Property (including, without limitation, misappropriation of trade secrets, defamation, trade libel, or unfair competition) is due to, caused by, based on, results from, originates from, arises out of, is attributable to, is incident to or otherwise concerns any of the following (or the use thereof): content, concepts, ideas, methods, protocols, techniques, designs, features, functions, improvements, modifications, adaptations, configurations, editions, revisions or other changes to any MI Proprietary Property/Website Products delivered, made available, suggested or requested, or otherwise provided as comment or feedback, by you or Your Interests;

(f) that you have either: (1) violated, or otherwise failed to comply with or satisfy, any law, rule, regulation or court order or judgment; or, (2) breached or otherwise failed to fully and faithfully perform, observe or satisfy any agreement, covenant,

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representation, warranty, promise or other obligation, commitment or undertaking made or given by you to any of Your Interests or to any Volume Customer; or,

(g) that you have, in any way whatsoever, created, caused or contributed to, in any way whatsoever, or that you are in any way whatsoever, wholly or partially, at fault for, or otherwise responsible or liable for, any Covered Damages/Liabilities.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROVISIONS OF THIS SECTION 19 ARE ENFORCEABLE AGAINST YOU NOTWITHSTANDING ANY SOLE, WHOLE, PARTIAL, CONTRIBUTORY, STRICT OR COMPARATIVE NEGLIGENCE, FAULT, OMISSION OR ERROR OF MI OR THE OTHER MI INTERESTS.

MI will provide written notice of any Indemnified Claim, but failure to provide such notice, or failure to provide it promptly, will neither release you from, nor limit, any of your covenants or obligations pursuant to this Section 19.

You shall, as reasonably requested from time to time by MI, maintain insurance, to the extent commercially available, to cover the risks associated with the aforesaid indemnity, which insurance shall name the MI Interests as an additional insured and for which MI shall receive a customary insurance certificate thereof.

This Section 19 absolutely and unconditionally survives any termination, expiration, rescission, dissolution, cancelation, revocation or otherwise end to these Terms of Use.

Nothing in this Section 19 is or shall be construed as MI granting you any authorization, permission, right or license whatsoever to allow any other Person to use your Personal Login Information/Account in any way or manner whatsoever (including, without limitation, to access or use the MI Websites, other MI Proprietary Property or Website Products).

The provisions of Sections 8, 9, 10, 11, 12, 13, 14, 16, 17 and 19 are a material cause and consideration for MI entering into these Terms of Use with you; and, without which, MI would not enter into these Terms of Use with you. You represent and warrant that your acceptance, execution and performance of these Terms of Use does not, and shall not, conflict with any other agreement, contract, covenant, charter, undertaking or other commitment of or by you, or to which you are a party or otherwise bound.

20. Termination and Notice.

A. MI, for Cause, has and reserves the right, without prior notice to you, to (at any time, one or more times) deny you, or bar, restrict, limit or suspend your, access to or use of the MI Websites (or any portion thereof), other MI Proprietary Property (or any portion thereof) or the Website Products (or any portion thereof) or, without prior notice to you, to terminate (subject to the survivals set forth in Section 21) the General License or these Terms of Use with you.

B. Upon thirty (30) days prior notice to you, MI has and reserves the right to (at any time, one or more times) deny you, or bar, restrict, limit or suspend your, access to or use of the MI Websites (or any portion thereof), other MI Proprietary Property (or any portion thereof) or the Website Products (or any portion thereof) or to terminate (subject to the survivals set forth in Section 21) the General License or these Terms of Use with you.

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C. You may terminate these Terms of Use at any time by providing MI thirty (30) days prior notice (in the form and manner noted hereafter) to MI (but, for the avoidance of doubt, such termination is subject to the survivals set forth in Section 21).

D. Any notice you are required to give, or wish to give, to MI shall be given to the addressees and at the addresses stated below and shall be deemed given: (1) three business days after having been properly mailed by U.S. mail, certified mail, return receipt requested, and addressed as below; or, (2) one business day after having been properly delivered to a nationally known overnight courier service for delivery the following business day. The notice shall be addressed as to:

Mrs. Karen Nugent
Executive Vice President
Medical Interactive Community, LLC
One Galleria Boulevard, Suite 700
Metairie, Louisiana 70001

with a copy to:
Mrs. Joan Burmaster
Medical Interactive Community, LLC
One Galleria Boulevard, Suite 700
Metairie, Louisiana 70001

Except for any MI Product Authorized Copy, upon termination, you must (but only to the extent that either: (a) that the MI CopyR Holder does not suffer any loss or limitation in enforcing its copyright; or, (b) where any such loss or limitation in enforcing is of a kind or degree that the MI CopyR Holder is willing to, and has clearly consented in writing to, suffer) destroy all copies of all portions of the MI Websites, other MI Proprietary Property or Website Products that are (or initially were) in your possession, custody or control.

Whether under this Section 20 or any other Sections of these Terms of Use, where MI is required, or wishes, to give notice to you, MI may provide you with notice either (and the choice of (1) or (2) as elected by MI): (1) through the e-mail address you provided to MI (or that MI included in any Preset Personal Login Information) upon the creation of the Personal Login Information/Account (or, at the option of MI, any such e-mail address you previously provided to, or subsequently or otherwise provide to MI, or its affiliates or a Volume Customer); or (2) through the MI Websites (such as, but not required to be, posting a notice in your account (which you understand requires you to log in to your account to view such notice) or on any part of the MI Websites).

21. Survival. Your covenants and obligations under, as well as the provisions of, the following Sections herein shall survive any termination, expiration, dissolution, rescission, revocation, cancellation, nullification, voiding, unwinding or otherwise end of these Terms of Use: Sections 3(c), 3(d), 3(e), 3(f), 3(g), 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15 (except the last sentence thereof), 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27, 28 and 29; and, also the following: (a) the unnumbered paragraph near the beginning of these Terms of Use which bears the heading "Parental Controls; User Of Age and Discretion; and, (b) any definitions in these Terms of Use, including, without limitation, all definitions contained in the "Definitions" section preceding Section 1.

22. Arbitration; Venue. Any claim, dispute, or controversy arising out of, relating to, or in connection with, directly or indirectly, the MI Websites, any other of the MI Proprietary Property, the Website Products or these Terms of Use, or the performance, enforcement, breach, termination, expiration, dissolution, rescission, revocation, voiding, nullifying, end, validity or interpretation thereof or any provision thereof (collectively, "Arbitration Claims"; and, for the avoidance of doubt, "Arbitration Claims" include, without limitation, any claim, dispute, or controversy arising out of, relating to, or in connection with, directly or indirectly, the interpretation, settlement and resolution of the scope of these arbitration provisions) shall be settled by binding, nonappealable arbitration in accordance with the Commercial Rules of the American Arbitration Association (the "Commercial Rules") except as modified below with respect to the Consented Discovery (The Commercial Rules as so modified the "Modified Commercial Rules") and, to the extent not inconsistent therewith, the Federal Arbitration Act (9 USC §§ 1 et seq.); provided, that the arbitrators shall have no less than the powers granted to arbitrators under the Federal Arbitration Act except as such powers are expressly limited by this Section 22. Arbitration Claims shall be brought solely by you as an individual and not as

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part of, or as a representative of, a class; and, likewise, Arbitration Claims shall be brought by MI for itself and not as part of, or as a representative of, a class. The arbitration shall be held in Metairie, Louisiana. Judgment by the arbitration panel may be entered by any court having jurisdiction thereof. The arbitration panel shall be composed of three arbitrators as follows: (1) an attorney with at least ten (10) years experience in representing one or more companies in their licensing of educational or software content; (2) a present or former executive officer of an insurance company for at least eight (8) years; and (3) the other arbitrator shall be a business person (whether or not a lawyer) with at least ten (10) years experience in the business of developing or selling online professional education materials or in the business of hosting websites.

The arbitration shall be conducted as an Old Style Arbitration except with any discovery mutually agreed upon, if any, by you and MI (the "Consented Discovery"). The term "Old Style Arbitration" means no discovery (so, no depositions, no interrogatories, no inspections and no document production) may be ordered by the arbitrator except that, not later than fifteen (15) days prior to the hearing, a party (the "Producing Party") shall deliver to the other party: (A) documents that the Producing Party intends to, or may, use at the hearing (except for documents used solely for impeachment); and, (B) a witness list (and identifying those that will be called by the Producing Party and those that may be called by the Producing Party) together with a reasonable identification of the topic(s) upon which the witness, if called, is expected to testify. Except where good cause is shown to the arbitrator and the arbitrator, after balancing any prejudice or increased costs of, or delay in the arbitration with such good cause, allows a document not timely exchanged under (A), or a witness not timely identified under (B), to be used at the hearing, all documents and witnesses not timely identified under (A) and (B) respectively shall not be allowed at the hearing. As to compelling discovery from a third party (which, for the avoidance of doubt, must first be Consented Discovery), you or MI may, if available, take advantage of, and initiate and resort to the use of, any federal or state court jurisdiction or power but solely for and limited to the purpose of obtaining such Consented Discovery and thus not for any other purpose. The arbitrator is empowered to order Consented Discovery. Except as aforesaid, only the Modified Commercial Rules, and not the federal or state law of any jurisdiction in which the arbitration is pending (and also not the federal or state law of any other state), shall govern discovery matters. The arbitrators' award shall be final, binding and nonappealable. The arbitrators' award shall be a "simple" award (which may, but need not, contain orders to perform, do or not do anything) and so shall not have any written reasons or findings of fact. The Twenty-Fourth Judicial District Court of the State of Louisiana as well as the United States District Court for the Eastern District of Louisiana (the "Preferred Courts") shall have: (i) exclusive jurisdiction and venue over any action by a party hereto against the other party to nullify, vacate, set aside, revoke, challenge or otherwise contest the arbitrators' award; and, otherwise shall have nonexclusive jurisdiction and venue over any action concerning the enforcement of an arbitration award, or (ii) if, in the unlikely event, arbitration is not permitted by law, then exclusive jurisdiction and venue over all Arbitration Claims which are not permitted to be arbitrated. Each party unconditionally and irrevocably submits to the jurisdiction and venue of the Preferred Courts and neither party will object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. YOU AND MI IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING FOR, ARISING OUT OF OR RELATED TO ANY AND ALL ARBITRATION CLAIMS. Except for remedies expressly provided for in these Terms of Use, the arbitration panel shall neither be empowered to award damages in excess of actual damages nor to award punitive damages. Subject to the above, the arbitrators shall have the authority to require specific performance or impose other equitable relief hereunder, as well as imposing money damages and awards of attorneys' fees to the prevailing party. The arbitrators shall not use, and this Section 22 hereby expressly negates, *amiable compositeur*, *ex aequo et bono*, and "natural justice and equity."

Notwithstanding the foregoing, either you or MI shall have the right at any time, whether during the pendency of the arbitration or otherwise, to seek any interim injunctive or other temporary or interim equitable relief in either of the Preferred Courts (with the option to seek such redress in such other courts of competent jurisdiction if neither of said Preferred Courts has personal jurisdiction over all relevant parties) to protect confidential materials, data or information or the Intellectual Property or Intellectual Property Rights of either you or MI pending, or during the pendency of, the arbitration proceeding.

Neither you nor MI consents or agrees to any arbitration on a class or representative basis; and, the arbitrators shall have no authority to proceed with an arbitration on a class or representative basis. Except as noted below, no arbitration will be joined or consolidated with any other arbitration proceeding without the consent of all parties. Any dispute, claim or controversy as to the enforceability of these arbitration provisions restricting any right to participate in or pursue a class action or classwide

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arbitration shall be brought in the arbitration; however, without in any way divesting the arbitrators of the authority and power to decide such question (and without in any way limiting the authority and power of the arbitrators to decide such question), if a party nevertheless seeks to challenge or otherwise contest the authority and power of the arbitrators to decide such question (and expressly noting that these arbitration provisions do not grant or reserve the right of a party to do so), said party shall bring such challenge only in the Preferred Courts.

You hereby irrevocably consent to any action MI takes to join in an arbitration governed by this Section 22 (or to consolidate in an arbitration governed by this Section 22 MI's arbitration with): (a) any one or more Volume Customers where you are or were the subject of any Volume Customer Agreement with said any one or more Volume Customers; (b) other users who are or were the subject of any Volume Customer Agreement with said any one or more Volume Customers; and, (c) MI's affiliates; provided, that, for the avoidance of doubt, MI has no obligation whatsoever to join any one or more of such other parties in an arbitration governed by this Section 22 or to consolidate in an arbitration governed by this Section 22 any other arbitrations involving MI.

23. Governing Law; Attorneys' Fees. These Terms of Use and all matters regarding your use of the MI Websites, any other MI Proprietary Property or Website Products shall be governed by, construed in accordance with, and enforced under the laws of the State of Louisiana applicable to contracts made and executed and wholly performed in the State of Louisiana, without regard to choice of law principles. For the avoidance of doubt, this means that Louisiana law will be applied to the interpretation and enforcement of these Terms of Use even for non-Louisiana residents or users. Neither the Uniform Computer Information Transaction Act nor the United Nations Convention on Contracts for International Sale of Goods applies and their applicability is expressly excluded. Printed copies of any and all agreements and/or notices in electronic form shall be admissible in any legal, investigative or regulatory proceedings. In the event of any breach of these Terms of Use by you, you will reimburse MI for all reasonable expenses (including, without limitation, costs, reasonable investigatory fees, consultant fees, expert fees and attorneys' fees) incurred by MI in enforcing any terms or provisions of these Terms of Use related to said breach to the extent MI prevails, either in the arbitration or otherwise, in the enforcement thereof.

24. Waiver and Severability. The failure of, or delay by, MI to exercise or enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision. MI, by mere lapse of time, without giving notice or taking other action hereunder, shall not be deemed to have waived any breach by you of any of the provisions of these Terms of Use. Further, MI's waiver of a particular breach of these Terms of Use by you shall not be construed as, or constitute, a continuing waiver of such breach or of other breaches of the same or other provisions of these Terms of Use. If any provision of these Terms of Use is found by a court of competent jurisdiction or arbitrator(s) to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law or, if such is not possible or permitted, then stricken (bearing in mind that the least amount of striking as required to make such provision valid, legal and enforceable is to be done); and, all other provisions shall remain in full force and effect. To the extent that said court or arbitrator(s) has the power to reform and conform any provision, said court or arbitrator(s) is hereby authorized and directed, having found said provision invalid, illegal or unenforceable, to reform and conform said provision to make it valid, legal and enforceable and as close as possible to the spirit and intent of said provision.

25. No Agency, Partnership or Third Party Beneficiary. You agree that neither these Terms of Use nor your use of the MI Websites, any other MI Proprietary Property or the Website Product: (a) creates any partnership, joint venture or employment relationship between you and MI; or, (b) creates any third party beneficiary rights. You further acknowledge and agree that you have no agency or mandate whatsoever from MI. You further agree that these Terms of Use are a two party agreement between you and MI. You also agree that these Terms of Use are not a collective or association agreement. For the avoidance of doubt, you agree that you are not a third party beneficiary to or under any Volume Customer Agreement or any other agreement (whether or not similar to or inconsistent with these Terms of Use) which MI had or has, now or hereafter, with any third party. You agree that no third party has or enjoys any rights, benefits, claims, defenses or other actions whatsoever under these Terms of Use.

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26. **Limitation of Actions.** To the fullest extent permitted by law, any claim, demand, right, remedy or other cause of action whatsoever caused by, concerning, arising out of or related to these Terms of Use or your or another Person's access to or use of the MI Websites, any other MI Proprietary Property or Website Products (as well as from the disclosure, reliance on or use of any information (including, without limitation, information in the form of (or of, about or concerning) results, analysis, suggestions, studies, clinical trials, monographs, articles, presentations (including, without limitation, motion graphic presentations), education materials (whether in text, audio, video or audio/video), text books, papers, journals, recommendations, references, tips, hints, alerts (including, without limitation, risk alerts) advice or otherwise) whatsoever provided in, obtained from, delivered from, accessed in, adopted from or based on the MI Proprietary Property/Website Products) must be formally filed by you in accordance with Section 22 within one (1) year (unless an extension is obtained from MI via MI's Written Consent) after such claim, demand, right, remedy or cause of action arose; otherwise, said claim, demand, right, remedy or other cause of action shall be, and hereby is, forever barred.

27. **Use of MI Websites and MI Proprietary Property/Website Products outside of the United States.** **MI NEITHER MAKES NOR GIVES ANY REPRESENTATIONS OR WARRANTIES REGARDING ACCESS OR USE OF THE MI WEBSITES OR ANY OTHER MI PROPRIETARY PROPERTY/WEBSITE PRODUCTS OUTSIDE OF THE UNITED STATES. IF YOU USE OR ACCESS THE MI WEBSITES OR THE MI PROPRIETARY PROPERTY/WEBSITE PRODUCTS OUTSIDE OF THE UNITED STATES, YOU DO SO AT YOUR OWN FULL RISK AND ARE RESPONSIBLE FOR COMPLIANCE WITH THE LAWS AND REGULATIONS OF YOUR JURISDICTION AS WELL AS THESE TERMS OF USE.**

28. **Interpretation.** These Terms of Use adopt a practice of using parenthetical expressions to clarify or otherwise express its intent; and, all parenthetical expressions used herein are a part of these Terms of Use and are to be enforced the same as any other forms of expression in these Terms of Use. These Terms of Use shall be construed and interpreted liberally in favor of MI. The textual headings are for reference or convenience only purposes and are not, and shall not, have any legal or contractual effect or otherwise and are not, and shall not, otherwise be considered a part of these Terms of Use. A term defined in any paragraph, section or other part of these Terms of Use, including, without limitation, all definitions contained in the "Definitions" section preceding Section 1, (the "Defining Section") where used in another paragraph, section or other part of these Terms of Use (regardless of whether the term is presented in all capital letters or with leading capital letters) adopts the definition of such term from the Defining Section.

29. **Complete Agreement.** These Terms of Use, any Additional Terms or Conditions incorporated by reference, and any Click-Through Agreement, constitute the entire agreement between you and MI of, for or relating to the MI Websites and any other MI Proprietary Property/Website Products and any access or use thereof (as well as from the disclosure, reliance on or use of any information (including, without limitation, information in the form of (or of, about or concerning) results, analysis, suggestions, studies, clinical trials, monographs, articles, presentations, education materials (whether in text, audio, video or audio/video), text books, papers, journals, recommendations, references, tips, hints, advice or otherwise) whatsoever provided in, obtained from, delivered from, accessed in, adopted from or based on the MI Proprietary Property/Website Products), and supersedes any previous written or oral communication regarding any of the above.

These TERMS and CONDITIONS OF USE was last revised on September 29, 2017 and may be modified or altered at any time. Please check this page periodically for updates.

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Privacy Policy

THIS PRIVACY POLICY IS A PART OF, AND GOVERNED BY, THE TERMS AND CONDITIONS OF USE OF THIS WEBSITE. IN GENERAL, THIS PRIVACY POLICY CONCERNS THE PURPOSE AND USE OF INFORMATION COLLECTED VIA THIS WEBSITE OR PROVIDED TO THIS WEBSITE. IF YOU DO NOT WANT TO AGREE TO, OR DO NOT UNDERSTAND, THIS PRIVACY POLICY, YOU MUST NEITHER BROWSE, NAVIGATE NOR CONTINUE BEYOND, NOR ACCESS THIS WEBSITE BEYOND, THE HOME PAGE. IF THE FIRST WEBPAGE THAT YOU VIEW OR TO WHICH YOU OTHERWISE BROWSE, NAVIGATE OR ACCESS IS NOT THE HOME PAGE, YOU ARE BOUND BY AND TO, AND HAVE MADE YOURSELF BOUND BY AND TO, THIS PRIVACY POLICY. ALSO, IF YOU RUN A SEARCH USING THE SEARCH TOOL ON THE HOME PAGE, YOU GO BEYOND THE HOME PAGE AND HAVE MADE YOURSELF BOUND BY AND TO THIS PRIVACY POLICY.

You may print or save a copy of this Privacy Policy for your records.

Medical Interactive Community LLC, and its parents and affiliates (“We or Us”) recognize the importance of respecting and striving to maintain the privacy of our customers, vendors, insureds and customers (“you” or “your”). In the course of providing you with a wide array of services designed to fulfill your insurance-related or educational-related needs (or in order for us to provide you with other services available via the website), it is necessary or convenient for us to gather information about you and your practice or business. By utilizing this site, you authorize us to collect, use and disclose information about you, your practice and business and your usage of this website, as outlined herein. This Privacy Policy and related Terms and Conditions of Use do not apply to information collected through means other than this website.

We operate in many different jurisdictions and this policy is an indication of our intent, not a comprehensive statement or promise of any measures taken and legal compliance. This policy may be changed at any time by posting a new version on the website. We will also post a notice on the website when the Privacy Policy is changed.

What Information We Collect:

The types of information that may be gathered by us in connection with your use of this site includes information about your training, credentials, and state license, and specialty status. Such information may include your name, address, employer identity, and other information. We may also collect information regarding your use of educational or informational materials or services, including the courses or materials you have viewed or purchased, as well as financial transaction details.

The information above illustrates, but does not exhaust, the kind of information that may be necessary or convenient for us to collect in order to serve your insurance-related or educational-related needs, or in order for us to provide you with other services available via the website.

How We Collect Information:

Our websites use software tools to monitor website activity. For each visitor to our websites, we may collect or track (in addition to the information mentioned above) non-personal information such as, but not limited to, referring domain name, IP address, and browser type. We may also collect or track other personal information to the extent not in violation of any applicable law. All of this information may be used or disclosed for various purposes (for example, but not limited to, the following: to monitor aggregate activity and trends, to improve site content, to comply with any laws, treaties, rules or regulations and to achieve our other business purposes). We may use and disclose information to third parties, as outlined in the Sharing of Information section below, except to the extent such use or disclosure clearly violates applicable law.

We do not collect information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) via our website.

Protecting Personal Information:

We strive to maintain electronic and procedural safeguards in order to comply with federal and state regulations to guard nonpublic personal information. Although we believe that we have reasonable procedures and technologies in place which strive

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to protect against unauthorized disclosure of nonpublic personal information, we cannot guarantee that information posted on, collected by or transmitted to, from, through or for this website will remain confidential or private at all times. We offer no assurances whatsoever that our controls and techniques will prevent unauthorized disclosures or breaches in security.

To the extent you provide or access information on our system through the use of a password, we encourage you to keep your password confidential and secure, as we cannot be responsible for acts resulting from the unauthorized use of your password. And, as set forth in the Terms and Conditions of Use for this website, we have other rights, and you have other obligations, about or concerning any of your user id, login, password or other access controls.

Sharing of Information:

We do not sell your nonpublic personal information to third parties. We may share information with our affiliated companies, business consultants or other third parties with whom we may, from time to time, do business. We may disclose information about our website users to these parties in connection with their services or in connection with conducting our business or their business information as we view as necessary or convenient. From time to time, we may use affiliated companies or retain third parties to perform various support services for us or to provide consulting or other services to us or for our website users including, but not limited to, our web server host, website designer, information technology support technicians, Volume License Purchasers, auditors or business consultants or other third parties with whom we may, from time to time, do business. We may disclose information about our website users to these parties in connection with their services or in connection with conducting our business or their business.

Entities that do credentialing may also have access to your nonpublic personal information if you have provided authority to them to do so. We may also disclose your use of, and other information about, educational and informational services for the purpose of reporting it to continuing education, certification, licensing, and other healthcare regulating entities.

We may disclose personal, private, confidential or other information, with or without prior notice to you, when we believe that disclosure is, or appears likely, required by law or in answering or otherwise responding to any lawful discovery, investigation or subpoena. We may also disclose personal, private, confidential or other information, with or without prior notice to you, in cooperation with local, state and federal law enforcement (whether criminal, civil or otherwise) investigations and in cooperation with local, state and federal regulators, auditors and other governmental agencies or bodies.

Cookies:

We may use cookies to customize the site for returning visitors. A “cookie” is a file that may report user and page activity (for example, are you logged in as a policyholder, have you registered for a risk management component, etc.) or other information. Among other purposes, cookies may allow the site to recognize you more quickly (so, for example, the time you spend on the site may be more productive). We reserve the right, to the extent not prohibited by applicable law, to use and disclose the information we gather through the use of cookies. Most browsers automatically accept cookies by default, but you can usually refuse cookies or selectively accept certain cookies by adjusting the preferences of your browser. If you turn off cookies, some features of this site may not be available to you, and some web pages may not display properly or may otherwise not function as intended.

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Some of the pages on this website provide hypertext links to other sites created, maintained, hosted or sponsored by other organizations. We provide these links as a free service, for your convenience, and not as an endorsement, sponsorship or adoption of the views expressed, content presented or of the products, goods and services which may be sold, marketed, distributed or otherwise made available, on or through those other sites. Those other sites are not under our control. We neither make nor give any representations, warranties, assurances or other guarantees about the quality, accuracy, reliability, timeliness, confidentiality or privacy policy of those other sites.

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As set forth in the Terms and Conditions of Use for this website, we have other rights, and you have other obligations.

Other Information:

We may contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

As set forth in the Terms and Conditions of Use for this website, we have other rights, and you have other obligations.

If you have any questions about this Privacy Policy, you may:

- 1) Send us an email at info@medicalinteractive.com, or
- 2) Write us at:

Medical Interactive, LLC Counsel
One Galleria Blvd, Suite 700
Metairie, LA 70001

This Privacy Policy was last revised on September 29, 2017 and may be modified or altered at any time. Please check this page periodically for updates.