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MI Privacy Policy

This Privacy Policy generally concerns the purpose and use of information collected via this website or provided to this website.

Medical Interactive Community L.L.C. (MI, we, our, or us) strives to maintain the privacy of our customers, vendors and other visitors to our websites (“you” or “your”). In providing you with an array of services designed to meet your educational-related needs and other services via this website or any of our websites and any information and content found on them (collectively MI Websites), gathering information about you and your practice or business is necessary or convenient for us. By using MI Websites, you authorize us (as outlined herein) to collect, use and disclose information about you, your practice and business and your usage of our websites. This Privacy Policy applies to information collected via MI Websites. We operate in many different jurisdictions, and this policy describes our intent, not a comprehensive statement or promise of any measures taken and legal compliance.

From time to time, MI may revise this Privacy Policy by posting a new version on this website. A notice will be displayed when the Privacy Policy is changed. The last revision was on [June 29, 2021](#).

I. What Information We Collect, How We Collect It, & Why We Collect It

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

The types of personal information that may be gathered by us in connection with your use of this website includes the following (collectively your [Personal Information](#)):

- Your name, address, email address, employer identity, information about your training, credentials, state license, specialty and other information.
- Information regarding your use of educational or informational materials or services, including the courses or materials you have viewed or accessed.
- If you make a payment via this website, information about the financial transaction may be collected. We do not store credit card information. Payments made by you are processed through a third party payment processor, but we will not store that financial information.
- We use software tools to monitor website activity. For each visit to MI Websites, we may also collect or track information about your use and your device through technologies such as cookies, web beacons, and log files. These technologies help gather certain information, such as, but not limited to, application and device ID numbers, browser type, the date and/or time stamps associated with your visit, IP address (or proxy server), internet service provider and/or mobile carrier, location, the pages and files viewed, searches, and the operating system and system configuration information. Some of the information collected, whether alone or in conjunction with other information, could be personally identifying to you.

These are some, but not all, of the kinds of information that may be necessary or convenient for us to collect in order to serve your educational-related needs, or to provide you with other services available via the MI Websites. We may collect or track other Personal Information to the extent not in violation of any applicable law. The information may also be used for our security in general and to:

- analyze overall trends that can help us assess and improve your experience
- assess capacity requirements and review compliance with applicable usage terms of use
- help us provide and improve our websites and to guarantee its proper functioning and security
- identify future opportunities for development and identify new insured or client opportunities

We will not use the information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Personal Information may be used or disclosed for various purposes, such as to monitor aggregate activity and trends, to improve site content, to comply with any laws, treaties, rules or regulations or to achieve other business purposes.

When used in the aggregate, the Personal Information is known as [Aggregate Information](#), which means information that relates to a group or category of individuals, from which individual identities have been removed, that is not linked or reasonably linkable to any individual. Aggregate Information does not mean one or more individual records that have been deidentified.

Notwithstanding any of the foregoing under Section I of this Privacy Policy, [Anonymous Data](#) is data stripped of information that, in itself, directly and readily identifies you. In addition to other rights or licenses that we may enjoy as to the collection, access to or use of information or data about you, you grant us an absolute, unconditional and irrevocable, perpetual, worldwide, royalty-free, non-exclusive right and license (with the right to sublicense) to extract and develop Anonymous Data from any information or data about you in order for us or others to use the Anonymous Data in a database or other collection. You agree that we own such Anonymous Data and, without any restrictions, limitations or encumbrances whatsoever, you hereby unconditionally and irrevocably assign it to us.

II. Protecting Personal Information

We may use and disclose Personal Information to third parties, as outlined in the [Sharing of Information](#) section, except to the extent such use or disclosure clearly violates applicable law. We strive to maintain electronic and procedural safeguards to comply with federal and state regulations and guard nonpublic personal information. Although we believe that we have reasonable procedures and technologies in place to protect against unauthorized disclosure of nonpublic personal information, we offer no assurances that our controls and techniques will prevent all unauthorized disclosures or breaches in security. Thus, we cannot guarantee that information posted on, collected by or transmitted to, from, through or for this website will always remain confidential or private.

III. Sharing of Information

We do not sell your Personal Information to third parties. We may share information with our parent, affiliated companies, business consultants or other third parties with whom we may do business. We may disclose information about our website users to these parties in connection with their services or in conducting business we view necessary or convenient.

Occasionally, we may do business with, use affiliated companies or retain third parties including, but not limited to, our web server host, website designer, information technology support technicians, auditors or business consultants, Volume License Customers or other third parties. Some of these parties may perform various support services for us or provide consulting or other services to us or for our website users. We may disclose information about our website users to these parties in connection with their services or in connection with conducting business. Third parties with whom you may have an account and/or your personal device preferences and settings may cause you to see targeted ads that may include our ads. We do not control whether you will see the ads, but you can limit targeted ads or prevent cross-device tracking by updating your settings on these third party websites and applications, contacting the third party for more information, or updating your device settings.

We may also disclose your use of, and other information about, educational and informational services for the purpose of reporting it to credentialing, continuing education, certification, licensing, and other healthcare regulating entities. Some credentialing entities require us to submit data through a third party, and we make no warranties whatsoever on behalf of such third parties. Your responsibility is to confirm with your credentialing entity that all credits have been reported.

When we believe a disclosure is, or appears likely, required by law or in answering or otherwise responding to any lawful discovery, investigation or subpoena, we may disclose personal, private, confidential or other information. In cooperation with local, state and federal law enforcement investigations and with local, state and federal regulators, auditors and other governmental agencies or bodies, we may disclose personal, private, confidential or other information, with or without prior notice to you.

IV. Cookies, Web Beacons, Log Files and Other Tracking Technologies

We use cookies and similar tracking technologies such as web beacons, tags and JavaScript, alone or in conjunction with cookies, to compile information about the usage of our websites and the interaction with emails from us. We or an authorized third party may place a cookie on your browser and/or device, which

collects information, including Personal Information, about your online activities when you visit our websites. A [cookie](#) is a file that may report user and page activity or other information. Cookies allow us to track usage, determine your browsing preferences and improve and customize your browsing experience.

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VI. Other Information

If you have any questions about this Privacy Policy, you may (A) send us an email at info@medicalinteractive.com or (B) write to our Legal Counsel at Medical Interactive Community L.L.C., One Galleria Blvd, Suite 700, Metairie, LA 70001.



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4. Volume Customer User & Disclosure of Information

If you are subject to a Volume Customer Agreement, you agree: (A) that your access or use is nevertheless conditioned upon and subject to your strict compliance with these Terms of Use and (B) that you are not a third party beneficiary under said Volume Customer Agreement or under any other agreement that MI had, or may have, with any third party. You agree that we can, and you irrevocably, absolutely, unconditionally and forever grant us the right and authority to, disclose without any restrictions whatsoever to a Volume Customer any and all information about you that we obtain or collect.

5. Personal Login Information and Database Breach Notice

You agree to keep your personal login information, such as your personal login and password associated with your registration or account on MI Websites, secure and confidential. Such personal login information is personal to you and you shall not allow other Persons to use it. If you receive preset login information, you agree to promptly follow the provided instructions to create a different password on the MI Websites.

We are not liable for any harm related to the theft, misappropriation, disclosure, or unauthorized use of the personal login information or your account. Contact us immediately if you become aware of or believe that any unauthorized use of the personal login information or account occurred or may have occurred or if you wish to deactivate the personal login information or your account due to security or privacy concerns. Actual or attempted unauthorized use of or access to areas requiring registration may result in criminal and/or civil prosecution. Success in, or attempts to, access these areas 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. But, to be clear, by these Terms of Use we do not undertake any obligation to you to notify law enforcement or other agencies as to any actual or attempted unauthorized use or access of your personal login information or account.

In the event that we maintain any personally identifiable information or other personal or private information (whether personal login information or any other information) about or concerning you (collectively, [Private Information](#)) and MI is required by law, court order, or other governmental authority to provide you with notice regarding a breach of or compromise in security or privacy of such Private Information, notice will be sent via the email address you provided or updated to us upon the creation of the personal login information or account. Notice will also be posted on the MI Websites.

UNLESS (AND ONLY TO THE EXTENT) AS REQUIRED BY LAW AND EXCEPT AS STATED IN MI'S PRIVACY POLICY, YOU AGREE THAT MI IS NOT REQUIRED BY THESE TERMS OF USE TO PROVIDE YOU WITH NOTICE OF ANY BREACH OF OR COMPROMISE IN (OR POSSIBLE OR THREATENED BREACH OF OR COMPROMISE IN) SECURITY OR PRIVACY OR TO COMPENSATE YOU FOR ANY LOSSES, LIABILITIES OR OTHER DAMAGES DUE TO, OR ARISING FROM, ANY BREACH OF OR COMPROMISE IN (OR POSSIBLE OR THREATENED BREACH OF OR COMPROMISE IN) SECURITY OR PRIVACY (WHETHER AS TO MI'S DATABASES, THE MI WEBSITES, ANY OTHER MI PROPRIETARY PROPERTY OR OTHERWISE).

TO THE EXTENT PERMITTED BY LAW, YOU DO HEREBY KNOWINGLY AND WILLINGLY WAIVE (AND FORGIVE, RELINQUISH AND RELEASE MI AND ITS PARENT AND AFFILIATES FROM) ANY REQUIREMENT OR REMEDY IMPOSED BY LAW, COURT ORDER OR GOVERNMENTAL AUTHORITY TO PROVIDE YOU WITH NOTICE OF ANY BREACH OF OR COMPROMISE IN (OR POSSIBLE OR THREATENED BREACH OF OR COMPROMISE IN) SECURITY OR PRIVACY OR TO COMPENSATE YOU FOR ANY LOSSES, LIABILITIES OR OTHER DAMAGES DUE TO, OR ARISING FROM, ANY BREACH OF OR COMPROMISE IN (OR POSSIBLE OR THREATENED BREACH OF OR COMPROMISE IN) SECURITY OR PRIVACY (WHETHER AS TO MI'S DATABASES, THE MI WEBSITES, ANY OTHER MI PROPRIETARY PROPERTY OR OTHERWISE).

6. Compliance & Termination

You agree to abide by all laws and regulations. Failure to do so is cause for us to terminate or suspend your access and use without notice to you and have you pay MI or others for all direct or indirect losses, LIABILITIES, and damages. You agree not to send, or assist other Persons in sending, numerous unsolicited email or other electronic messages to us. You also agree not to cause or support any disruptive activity (such as a denial of service attack or efforts to overload or disable) on MI Websites, servers, or other networks or computer resources of, or used by, MI and its parent.

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(vi) THAT OUR WEBSITES & PRODUCTS ARE OR WILL REMAIN UNCHANGED, CURRENT, TIMELY, AVAILABLE OR ACCESSIBLE;

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COVERED CLAIMS means any and all claims, demands, actions, causes of actions, suits, arbitrations, injunctions, proceedings, investigations, LIABILITIES, obligations, losses, damages (whether compensatory, direct, indirect, consequential, incidental, statutory, reliance, special, enhanced, exemplary, punitive, willful, bad faith or otherwise damages), fines, penalties, assessments, judgments, costs and expenses of any kind or character.

LIABILITIES means, in addition to its ordinary meaning, liabilities for or related to medical malpractice, negligence, fault, error or omission. **EXPENSES** means, in addition to its ordinary meaning, reasonable attorneys' fees, investigatory fees, consultant fees and expert fees. **ANY KIND OR CHARACTER** means, in addition to its ordinary meaning, 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.

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).

OTHERWISE DAMAGES as used above means, in addition to its ordinary meaning, each 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; and, loss of, destruction of, alteration of, disclosure of or corruption to information, data or any database.

LIABILITY CAP means the greater of either: (i) the amount of monies that you (and 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, (ii) five hundred U.S. dollars (\$500.00). 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.

INFORMATION means, in addition to its ordinary meaning, information in the form of (or of, about or concerning) brochures, policies, procedures, protocols, guides, courses, manuals, reports, graphs, videos, services, text, results, analysis, suggestions, studies, clinical trials, monographs, articles, presentations, educational materials (whether in text, audio, video, audio/video or other format or medium), text books, papers, journals, recommendations, references, tips, hints, risk alerts, other alerts or advice.

Any 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.

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, 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, RESULTING FROM, ARISING OUT OF, ASSOCIATED WITH, ATTRIBUTABLE TO, CONCERNING OR RELATED TO THE MI WEBSITES (OR THE USE THEREOF), THE MI PRODUCTS (OR THE USE THEREOF), OR THE MI PROPRIETARY PROPERTY (OR THE USE THEREOF) (COLLECTIVELY, "YOUR CLAIMS") SHALL NOT EXCEED THE LIABILITY CAP.

C. LIMITATION ON LIABILITY & DISCLAIMER OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, THE MI INTERESTS 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 11.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, CAUSED BY, RESULTING FROM, ASSOCIATED WITH, ATTRIBUTABLE TO, AS A RESULT OF, CONCERNING OR ARISING FROM OR OUT OF ANY ONE OR MORE OF THE FOLLOWING 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:

(i) THE USE OF OR INABILITY TO USE THE MI WEBSITES OR OTHER MI PROPRIETARY PROPERTY; (ii) THE PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, CONTENT, PRODUCTS, LICENSES OR OTHER RIGHTS, THINGS OR ITEMS CAUSED BY, ASSOCIATED WITH, OR RELATED TO ANY ONE OR MORE FAILURES, ERRORS, OMISSIONS, INTERRUPTIONS, OR OTHER PROBLEMS WHATSOEVER WITH THE MI PROPRIETARY PROPERTY, OR ANY TRANSMISSIONS, INFORMATION, OR OTHER COMMUNICATIONS WHATSOEVER WITH, BY, THROUGH, TO, OR FROM THE MI WEBSITES, MI PROPRIETARY PROPERTY, OR MI; (iii) EXCEPT AS

STATED IN MI'S PRIVACY POLICY, UNAUTHORIZED OR AUTHORIZED ACCESS TO, DISCLOSURE OF, ALTERATION OF, LOSS OF OR OTHER DAMAGE WHATSOEVER TO YOUR OR OTHERS COMMUNICATIONS, INFORMATION OR DATA; (iv) ANY MATERIALS, INFORMATION, PRODUCTS, CONTENT AND SERVICES CONTAINED IN OR ON, OR ACCESSED BY OR THROUGH, THE MI WEBSITES (OR THE USE THEREOF) OR OTHER MI PROPRIETARY PROPERTY (OR THE USE THEREOF); (v) ANY BUG, VIRUS, EXPLOIT, OR OTHER LIMITING, MALICIOUS, DISRUPTING, OR DISABLING INSTRUCTION, SOFTWARE, OR MALWARE OR THE LIKE, WHICH MAY BE TRANSMITTED OR OTHERWISE DELIVERED IN, BY, TO OR THROUGH THE MI WEBSITES (OR THE USE THEREOF) OR ANY OTHER MI PROPRIETARY PROPERTY (OR THE USE THEREOF).

13. EXCLUSIONS

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 LAW OF SUCH JURISDICTIONS MUST BE APPLIED TO THESE TERMS OF USE, ONLY THE ABOVE LIMITATIONS IN SECTIONS 11 AND 12 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.

14. Indemnification

Your Interests means, collectively (1) your patients, clients, customers and insurers, (2) Your Employers, (3) Your Associates, hospitals, health systems, and medical group practices, (4) patients, clients, customers, employees contractors, officers, managers, directors, owners, principals or agents or representatives of Your Employer or Your Associates, (5) manufacturers, suppliers, vendors or other providers of goods, services, licenses or products to you, Your Employer or Your Associates, and (6) Your Substitutes. **Your Employers** includes your employers and other Persons you provide or have contracted to provide your services. **Your Associates** include each of your partners; members; fellows; residents; associates and Persons who practice medicine or provide health care or other services in association with you; your hospital; health system; medical group practice and/or Your Employer. **Your Substitutes** include any Person who uses your personal login information in any way or manner whatsoever to access or use the MI Websites.

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, arising out of, concerning, associated with, or otherwise related to any one or more of the following (or to the fact, assertion, threat, or allegation of any one or more of the following) (each an **Indemnified Claim**):

- (A) that the use of or the reliance on any information on MI Websites or MI Products by you, Your Substitutes, or anyone to whom you have provided such information has, in any way whatsoever, created, caused or contributed to, any of the following: (i) COVERED DAMAGES/LIABILITIES; (ii) COVERED CLAIMS by, for or against you or Your Interests; or (ii) 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 you have either: (i) violated, or otherwise failed to comply with or satisfy, any law, rule, regulation or court order or judgment; or, (ii) 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 to any of Your Interests;
- (D) 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 (**Lack Of Preservation**); 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 (**Loss Of Data**); provided, that this subpart (D) only applies where a third party asserts COVERED CLAIMS against MI Interests and then only to the extent that you failed, by contract, notice, or other lawful means, to lawfully limit the claims of Your Interests for any Lack Of Preservation or Loss Of Data;
- (E) that there is or has been access allowed by, or a disclosure or delivery by, MI to any Person to whom you instructed, directed or authorized MI to allow such access or make such disclosure or delivery; provided, that this subpart (E) only applies where a third party asserts COVERED CLAIMS against MI Interests;

(F) that there is or has been 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 and where 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; provided, that this subpart (F) only applies where a third party asserts COVERED CLAIMS against MI Interests.

The provisions of Sections 1, 2, 3, 6, 11, 12, 17, 23, and the unnumbered, introductory paragraphs at the beginning of these Terms of Use, and last paragraph of Section II of the Privacy Policy are material cause and consideration for us entering into these Term of Use with you; and, without which, we 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. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROVISIONS OF THIS SECTION 14 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.

15. Notice

Where we are required or wish to give notice to you, we may provide you with notice through the last known email address you provided to us or through a notice on the MI Websites in your account or otherwise. Any notice you are required or wish to give to us shall be deemed given (A) three business days after mailing by U.S. mail, certified mail, return receipt requested, and addressed as below or (B) one business day after delivering 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:
Legal Counsel
Medical Interactive Community, LLC
One Galleria Boulevard, Suite 700
Metairie, Louisiana 70001

16. 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: the unnumbered, introductory paragraphs at the beginning of these Terms of Use and Privacy Policy; the Privacy Policy; and Sections 1, 2 (but only the last paragraph), 3 (but only the last paragraph), 5, 6 (but only the last paragraph), 7 through 10, 11 (except that MI no longer has any obligation to provide the REPAIR AND REPLACE REMEDY), 12 through 14, 16 through 20, and 23 of these Terms of Use.

17. Arbitration and Venue

A. Two-Party Arbitration And Exception For Three-Party Arbitration With MI's Parent

The below provisions of subpart B apply to you except as stated in the next sentence. If you are bound to an arbitration provision with MI's Parent and MI because you accepted the terms of use on, or associated with, the website of MI's Parent then subpart C below applies to you and all of the below provisions of subpart B are inoperative and not applicable; provided that, if a party files a demand for arbitration under subpart B and the other party, at the time an answer would be due (and regardless of whether or not said other party files an answer), does not lodge an objection in writing that the arbitration should have been brought under subpart C below, the right to arbitration under subpart C below is hereby irrevocably waived and abandoned.

B. Two-Party Arbitration

Subject to the provisions of subpart A above, any claim, dispute, or controversy arising out of, relating to, or in connection with, directly or indirectly, the MI Websites, other MI Proprietary Property, these Terms of Use or your engaging, assisting or participating in any of the activities listed in Section 3(A) through 3(J), inclusive, or the formation, existence, creation, modification, performance, enforcement, breach, termination, expiration, extinguishment, dissolution, rescission, revocation, voiding, nullifying, end, validity or interpretation thereof or any provision of these Terms of Use thereof (collectively, [Arbitration Claims](#), which 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 by, on the one hand, you, and, on the other hand, MI in accordance with the Commercial Rules of the American Arbitration Association (the [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 17B. Arbitration Claims shall be brought solely by you as an individual 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 with only such discovery as ordered by the arbitrators (in accordance with the Commercial Rules) or agreed upon by you and MI (the [Authorized Discovery](#)). As to compelling discovery from a third party, 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 Authorized Discovery and thus not for any other purpose. Except as aforesaid, only the 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. You and MI unconditionally and irrevocably submits to the jurisdiction and venue of the Preferred Courts and neither you nor MI 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.

Notwithstanding the foregoing, each of you and 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, MI, or MI's parent pending, or during the pendency of, the arbitration proceeding.

C. Three-Party Arbitration

If you are bound to an arbitration provision with MI's Parent and MI because you accepted the terms of use on, or associated with, the website of MI's Parent, then you and MI hereby further acknowledge and agree that you and MI are bound to that arbitration provision with MI's Parent and that such arbitration provision governs and controls rather than subpart B above.

18. Limitation of Actions

To the fullest extent permitted by law, any claim, demand, right, remedy or other cause of action whatsoever related to these Terms of Use or your (or another Person's) access to or use of MI Proprietary Property must be formally filed by you within one (1) year after such claim, demand, right, remedy or cause of action arose. Otherwise, said claim, demand, right, remedy or other cause of action is hereby forever barred.

19. Governing Law and Attorneys' Fees

These Terms of Use and all matters regarding your use of the MI Websites and other MI Proprietary Property shall be governed by 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. 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. Printed copies of any and all agreements and/or notices in electronic form shall be admissible in any legal, investigative or regulatory proceedings. If you breach these Terms of Use, you shall reimburse us for all reasonable expenses such as costs, reasonable investigatory fees, consultant fees, expert fees and attorneys' fees incurred by us in enforcing any terms or provisions of these Terms of Use related to said breach to the extent we prevail, in the arbitration or otherwise, in the enforcement thereof.

20. Waiver and Severability

The failure of or delay by MI to exercise or enforce any rights in these Terms of Use is not a waiver of such right. 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 is not a continuing waiver of such breach or of other breaches of these Terms of Use. If a court of competent jurisdiction or arbitrator(s) ([Court](#)) finds any provision of these Terms of Use 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. All other provisions shall remain in full force and effect. To the extent that the Court has the power to reform and conform any provision, the Court is hereby authorized, requested and respectfully directed to reform and conform the invalid, illegal or unenforceable provision into a valid, legal and enforceable provision, as close as possible to the spirit and intent of said provision.

21. Use Outside of the United States

MI NEITHER MAKES NOR GIVES ANY REPRESENTATIONS OR WARRANTIES REGARDING ACCESS OR USE OF THE MI WEBSITES OR ANY MI PROPRIETARY PROPERTY OUTSIDE OF THE UNITED STATES. IF YOU USE OR ACCESS THE MI WEBSITES OR THE MI PROPRIETARY PROPERTY 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.

22. Interpretation

These Terms of Use adopt a practice of using parenthetical expressions to clarify or express intent, which are to be enforced the same as any other forms of expression in these Terms of Use. The textual headings are for convenience only shall not have any legal or contractual effect. Any definitions made within these Terms of Use apply to the entire Terms of Use.

23. Complete Agreement

These Terms of Use, as well as any, if any, Supplemental Terms of Use that are expressly incorporated by reference to these Terms of Use, supersede any previous communication or proposals regarding any of the above and constitute the entire agreement between you and us relating to the access or use of MI Websites and other MI Proprietary Property.