

WEBSITE TERMS AND CONDITIONS

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YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS GOVERNING YOUR USE OF THE WEBSITE, SITE, OR SERVICE OFFERED BY PREMIER NEUROSPINE INSTITUTE HEALTH OR ANY OF ITS AFFILIATES (“COMPANY”, “WE” OR “US”). PLEASE SCROLL DOWN AND CAREFULLY READ ALL THE TERMS AND CONDITIONS CONTAINED HEREIN (THIS “AGREEMENT”) BEFORE USING THE WEBSITE, SITE, OR SERVICE DESCRIBED HEREIN.

BY CLICKING THE "I AGREE" BUTTON BELOW OR BY ACCESSING, VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH OR USE ANY PART OF THIS WEBSITE, SITE, OR OTHER COMPANY SOFTWARE, SERVICES, WEBSITES, FORUMS, OR CONTENT (COLLECTIVELY, THE "SERVICES"), YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT.

IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THIS WEBSITE OR THE SERVICES. COMPANY RESERVES THE RIGHT, WITH OR WITHOUT NOTICE, TO MAKE CHANGES TO THIS AGREEMENT AT COMPANY'S SOLE DISCRETION. CONTINUED USE OF ANY PART OF THIS WEBSITE OR THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.

COMPANY RESERVES THE RIGHT, WITH OR WITHOUT NOTICE TO YOU, TO MAKE CHANGES TO THIS AGREEMENT AT COMPANY'S DISCRETION. YOUR CONTINUED USE OF ANY PART OF THE WEBSITES OR ANY SERVICE CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES TO THIS AGREEMENT. YOU SHOULD REVIEW THIS AGREEMENT PERIODICALLY TO DETERMINE IF ANY CHANGES HAVE BEEN MADE. THE MOST CURRENT VERSION OF THIS AGREEMENT SUPERSEDES ALL PREVIOUS VERSIONS.

Access to the Website, Site, and Services. To access this Website, site resources, links or other content, or the Services in general, You may be asked to provide certain registration details or other information. It is a condition of Your use of the Services that all the information You provide will be correct, current, and complete. If We believe the information You provide is not correct, current, or complete, We have the right to deny access to the Services, or any other related resources, and to terminate or suspend Your access at any time. The Services make available a collection of resources to its registered and non-registered users. Only registered users may take training courses, register for webinars, post content, or otherwise use many of the Site's interactive features. You may use this Website only for purposes expressly permitted by this Agreement. As a condition of Your use of the Services, You warrant to Us that You will not use the Services for any purpose that is unlawful, immoral, or otherwise prohibited by these terms, conditions, and notices.

You must abide by this Agreement. If you fail to follow any of the terms or conditions of this Agreement or any other applicable guidelines and/or rules of behavior, We may immediately suspend and/or discontinue Your ability to use the Services. In addition, We have the right to delete any content or material, comment, or any topic or profile We find objectionable in Our reasonable discretion. You alone are totally responsible for any activity that takes place on Our Services under Your access credentials. If You become aware of any unauthorized use of Your username and/or password, it is Your responsibility to notify Us immediately. It is up to You to maintain the confidentiality of Your password and username.

The use of website crawlers or artificial intelligence (AI) technologies in connection with this Website is strictly limited to performing search indexing operations. Any other use of website crawlers or AI technologies is expressly prohibited unless explicitly authorized in writing by Company. You and other users are expressly prohibited from: i) using website crawlers or AI to digest, extract, scrape, or otherwise process content from this Website ; ii) utilizing content

obtained from this Website for the training, development, or enhancement of AI tools or systems; iii) employing website crawlers or AI for any commercial purpose not explicitly authorized by Company; or iv) attempting to circumvent or bypass any technological measures implemented to prevent unauthorized access or use of Website content. All content on this Website is protected by applicable intellectual property laws and may not be used, reproduced, or distributed without prior written consent from Company. We reserve the right to implement technological measures to detect and prevent unauthorized use of website crawlers or AI technologies.

No Co-Branding or Framing. You may not use or authorize any party to co-brand or frame any of Our Websites without the express prior written permission of an authorized representative of Company in each instance. For purposes of this Agreement, "co-branding" means to display a name, logo, trademark, trade name, service mark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this Website or content or the Services accessible within this Website. For purposes of this Agreement, "framing" refers to displaying any Company webpage within a bordered area of another website, regardless of whether the address of the originating Company Website is visible. Furthermore, You agree to cease any unauthorized co-branding or framing immediately upon notice from Company.

No Unlawful Access. You agree that You will not use Our Services in any manner that could in any way disable, overburden, damage, or impair the Services or otherwise interfere with any other party's use and enjoyment of the Services. You further agree that You will not obtain, or attempt to obtain, any materials, content, or information by any means not expressly made available or provided for through the authorized use of the Services.

Use Limitations. Our Services are for Your personal and internal business use, unless otherwise specified in writing. You may not use any Services for any other purpose, without the prior express written permission of an authorized representative of Company in each instance, which permission will be at Company's sole and absolute discretion. You must not post, upload or link to anything that advertises any commercial endeavor (e.g., offering for sale any products or services) or otherwise engage in any other sales activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services), or solicit funds, advertisers, and/or sponsors for any purpose. You may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works of, transfer, sell, or otherwise infringe upon any intellectual property rights related to any information, content, software, products or services obtained from or otherwise connected to the Services, in whole or in part.

You agree not to, without Our express prior written consent : (a) reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the Services or content contained therein that You do not own, (b) use the Content in the Services that You do not own or have the rights to use, or (c) provide access to the Content or any Services provided by the Website that You do not own.

Proprietary Information. As used in this Agreement, the term "Content" refers to all content found on the Services (the "Content") is considered Our copyrighted and trademarked intellectual property, or of the party that created and/or licensed the Content to Us. No rights or title to any of the Content contained on any Services shall be considered transferred or assigned to You at any time. Subject to all applicable laws, You agree that You will not copy, distribute, republish, modify, create derivative works of, or otherwise use the Content in any unauthorized manner, without Our prior written consent in each instance. You acknowledge and agree that the Services and Content, including any necessary software used in connection with the Services, contain proprietary and confidential information that is the property of Company and its licensors and is protected by applicable intellectual property and other laws. No rights or title to any of the Services or Content used in connection with the Services is provided, transferred or assigned to You. You further acknowledge and agree that Content contained in advertisements or information presented to You through the Services or advertisers is protected by copyright, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by the Services, Website, or its advertisers, You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Content or Software, in whole or in part. You also acknowledge Our exclusive rights in the Website's trademarks and service marks.

Submissions. You hereby grant to Company a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works of, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information or materials of any kind or nature communicated by You (or on Your behalf) to Company through this Website (each, a "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. You agree that Company will not be bound to treat any Submission as confidential and may use any Submission in its business (including without limitation, for products, services, marketing, or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Company operations or businesses. Unless You make it clear that a specific Submission You post on the Services cannot be copied or used by any other Users of the Services, You agree

that by posting a Submission You own, all other Users can reproduce and use such Submission and its Content in connection with the Services. The Company shall have no responsibility for enforcing any rights You may claim in any Submission or Content, which shall be Your responsibility entirely, and You agree to defend, hold harmless and indemnify Company with respect to any claim You have that other users are reproducing or using Your Submissions or Content, as well as for claims by other users that You are reproducing or using their Submission or Content without prior written permission. Company will not arbitrate, mediate, or resolve any intellectual property or other disputes between users, and has no responsibility for doing same. As a registered user, You may be able to upload and post a great variety of content, including but not limited to text, audio, video, photographs, graphics, and other materials. This means that You have sole responsibility, and not Us, for all Content that You upload, post, email, transmit, or otherwise make available through the Services, and to make sure that You are in compliance with all applicable laws and regulations. Any Content that You write, post, upload, or link to on the Services is entirely Your responsibility. We shall have no liability of any kind with respect to any Content posted by You or other users through the Services. You agree that You must assess and bear all risks associated with Your use of any Content. In this regard, You may not rely on any Content created by other users or otherwise created, distributed, and displayed on any part of the Services. We do not control or monitor the Content posted via the Services and, as such, do not guarantee the accuracy, integrity, or quality of such Content.

Hyperlinking. The Services may be hyperlinked to and by other websites which are not maintained by, or related to, Us. Hyperlinks to such sites are provided as a service to users and are not sponsored by, endorsed or otherwise affiliated with the Services or Company. We have not reviewed any or all of such sites and are not responsible for the content of any linking sites, and any links made directly from any Services to another web page should be accessed at the user's own risk. We make no representations or warranties about the content, completeness, quality or accuracy of any such website, and as such, shall not be liable in connection with any loss, damage, cost or injury associated with any access thereto via the Services. The Services may provide, or other parties including other users may provide, links to other websites or resources which are not maintained by, or related to, the Services or Company. Links to such websites are provided as a service to Our user and are not sponsored by, endorsed, or otherwise affiliated with the Services or the Company. We have no control over these websites and any content thereon and make no representations or warranties about the content, completeness, quality or accuracy of any such third-party website. Therefore, You acknowledge and agree that We are not responsible for the availability of such links, and that We do not endorse and are not responsible or liable for any content, advertising, products, or other materials made available on or from these linked websites. You also acknowledge and agree that We are not responsible or liable, directly or indirectly, for any damage or loss caused

by or alleged to have been caused by or in relation to the use of any content, goods, or services offered through these links or any failures and/or disruption to Your computer system that may result from Your use of any such links, or for any intellectual property or other third party claims relating to Your posting or using such links. YOU AGREE THAT IF COMPANY REQUESTS YOU TO DISABLE ANY LINK YOU HAVE POSTED, AND IF YOU FAIL TO DO SO WITHIN 24 HOURS AFTER RECEIVING THE REQUEST TO DISABLE, WE HAVE THE RIGHT TO DISABLE THE LINK WITHOUT ANY FURTHER NOTICE TO YOU.

When you access hyperlinks provided by third parties, you do so at your own risk. When you access those hyperlinks, you are agreeing to be bound by the terms and conditions governing the use of those websites. We have no control over, and assume no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party's website or services. In addition, we will not and cannot monitor, verify, censor or edit the content of any third-party website

Use of Communication Services. The Services may contain forums, bulletin board services, chat areas, message boards, news feeds, news groups, communities, personal web pages, calendars, and/or other message or communication facilities designed to allow You to communicate with the Internet community or with a group (collectively, "Communications Services"). You agree to use the Communication Services only to post, send, and receive messages and content that are considered proper and related to the particular Communication Service. Among other actions, when using a Communication Service, You agree that You will not post, send, submit, publish, or transmit in connection with this Website, or cause to be posted, sent, submitted, published or transmitted, any material that:

- (i) You do not have the right to post, including without limitation any proprietary material of any third party protected by intellectual property laws (or by rights of privacy or publicity);
- (ii) advocates or could reasonably serve to encourage, either directly or indirectly, any illegal or immoral activity, or discusses an intent to commit an illegal act or violate any law, rule, or regulation;
- (iii) is vulgar, obscene, pornographic, incendiary, or indecent;
- (iv) threatens or abuses others;
- (v) is libelous or defamatory towards others;
- (vi) is racist, abusive, harassing, threatening or offensive;
- (vii) seeks to exploit or harm children by exposing them to inappropriate content, or asking for personally identifiable details or information;

(viii) harvests or otherwise collects information about others, including e-mail addresses, financial information or other personally identifying information, without their prior express consent in each instance;

(ix) impersonates or misrepresents Your connection to any other entity or person or otherwise manipulates or forges headers or identifiers to disguise the origin of content;

(x) falsifies or deletes any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is permissibly uploaded (e.g., copyright, trademark or patent notices);

(xi) advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on the Services;

(xii) solicits funds, advertisers or sponsors for any purpose;

(xiii) includes programs that contain viruses, worms and/or Trojan horses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications device;

(xiv) disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise acts in a way which affects the ability of other people to engage in real-time activities via the Services;

(xv) amounts to a pyramid or other like scheme, including without limitation contests, chain letters, and surveys;

(xvi) disobeys any policy or regulations including any code of conduct or other guidelines established from time to time regarding the use of the Services and/or any networks connected to the Services; or

(xvii) contains hyperlinks to other sites that contain content that falls within the scope of this Section.

You acknowledge that any materials uploaded to the Communication Services may be subject to posted limits on use, reproduction, and/or dissemination, and You are responsible for abiding by such limitations with respect to Your Submissions, including any downloaded materials.

Notwithstanding these rights, You remain solely responsible for the content of Your Submissions. You acknowledge and agree that neither We nor any third party that provides Content to Us will assume or have any liability for any action taken by Company or such third party with respect to any Submission.

You acknowledge that We may or may not pre-screen materials uploaded to the Communication Services, yet We shall have the right, but not the obligation, in Our sole discretion, to pre-screen, refuse, remove, or delete any Content that violates this Agreement or is otherwise objectionable as We determine in our sole discretion.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Communication Services (or any part thereof) with or without notice. You agree that We will not be liable to You or any third party for any modification, suspension, or discontinuance of the Communication Services.

WHILE WE EXPLICITLY PROHIBIT THE ABOVE CONDUCT, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE EXPOSED TO SUCH CONDUCT AND CONTENT, AND THAT YOUR USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK, AND THAT THE COMPANY SHALL HAVE NO LIABILITY OF ANY KIND FOR SUCH CONDUCT. YOU UNDERSTAND AND AGREE THAT IF YOUR USE OF COMMUNICATIONS SERVICES VIOLATES ANY OF THE ABOVE OBLIGATIONS, WE CAN SUSPEND AND/OR TERMINATE YOUR USE OF THE WEBSITE IMMEDIATELY WITHOUT PRIOR NOTICE AND WITHOUT ANY RIGHT OF REFUND, SET-OFF, OR HEARING.

Right to Terminate Access. We reserve the right to monitor use of the Services to determine compliance with this Agreement, as well as the right to edit, refuse to post, or remove any information or materials, in whole or in part, at Our sole discretion. We reserve the right to terminate Your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Disclosure under Law. We reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request.

Personally Identifiable Information. We caution You against giving out any personally identifying information about Yourself or Your patients in any Communication Services. In an effort to preserve Your privacy, We agree that We will treat any personally identifying information that You submit through the Services in accordance with the terms outlined in Our Privacy Policy at [available upon request] as well as in conformance with all applicable laws, rules, and regulations.

Disclaimer and Limitation of Liability. You understand that We cannot and do not guarantee or warrant that files available for downloading from the Services will be free of viruses, worms, Trojan horses, or other code that may cause damage or harm to Your computer(s) or network(s). You acknowledge that You will be solely responsible for implementing sufficient procedures and checkpoints to protect Your computer(s) and network(s), and that You will maintain adequate means of backup of Your personal data,

external to this Website. We further disclaim any responsibility to ensure that the Content located on the Services is necessarily complete and up-to-date.

YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, COMMUNICATION SERVICES, AND CONTENT CONTAINED THEREIN IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. WE DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN ANY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY SITE, WEBSITE, COMMUNICATION SERVICES, CONTENT, OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF ANY CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE USER ACKNOWLEDGES THAT THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND COMPANY MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS WEBSITE OR ITS CONTENT. COMPANY MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

COMPANY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORSEEABLE.

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF COMPANY AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EXCEED \$500.00. TO THE EXTENT ANY LIABILITY ARISES BY OPERATION OF LAW, ANY CLAIMS MADE BY YOU HEREUNDER MUST BE MADE WITHIN ONE YEAR OF THE ACTION TO WHICH SUCH CLAIM RELATES OR IT IS FOREVER BE BARRED. SOME CONTENT ON OUR WEBSITE MAY INCLUDE REGULATORY RELATED INFORMATION PERTAINING TO YOU OR YOUR BUSINESS. SUCH CONTENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. WE ARE NOT PROVIDING LEGAL OR REGULATORY ADVICE AND NO ATTORNEY/CLIENT RELATIONSHIP IS CREATED BY YOUR USE OF THE WEBSITE OR THE CONTENT. ACCORDINGLY, ALWAYS SEEK THE ADVICE OF YOUR

ATTORNEY OR ADVISOR WITH ANY QUESTIONS YOU MAY HAVE REGARDING A LAW, REGULATION, OR DISPUTE.

Indemnity. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD THE WEBSITE, COMPANY, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND OTHER PARTNERS AND EMPLOYEES, HARMLESS FROM ANY AND ALL LOSS, LIABILITY, CLAIM, OR DEMAND, INCLUDING ACTUAL ATTORNEY'S FEES AND COSTS, MADE BY OR ARISING OUT OF YOUR USE OF THE COMMUNICATION SERVICES AND YOUR SUBMISSIONS IN VIOLATION OF THIS AGREEMENT AND/OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER.

Copyright Infringement. If You believe that Your work has been copied in a way that constitutes copyright infringement, please provide Us notice of all of the written information specified below. Please note that this procedure is exclusively for notifying Company and its affiliates that Your copyrighted material has been infringed. Please include the following:

- (i) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (ii) A description of the copyrighted work that You claim has been infringed upon;
- (iii) A description of where the material that You claim is infringing is located on the Website, including the current Website address;
- (iv) Your address, telephone number, and e-mail address;
- (v) A statement by You that You have a good-faith belief that the disputed use is unauthorized by the copyright owner, its agent, and/or the law;
- (vi) A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

Notice

We may give general notices regarding the Website applicable to You by means of a notice on the Websites or web portals or through Your account. Specific notices applicable to Users of the Website will be given by electronic mail to Your e-mail address on record. All legal or dispute-related notices will be sent by first class mail, email, or express delivery to the following or such other addresses as either Party may designate in writing from time to time:

If you have any questions or comments about this Agreement, or, to provide notice of claims of copyright infringement on our Websites, please contact us by:

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With copy by email to:

Security. Any passwords used for Services are for individual use only. You will be responsible for the security of Your password(s) at all times. From time to time, We may require that You change Your password or use multifactor authentication. You are prohibited from using any services or facilities provided in connection with the Services to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password crackers, rootkits, Trojan horses, or network probing tools) is strictly prohibited. If You become involved in any violation of system security, We reserve the right to release Your account details to the system administrators of other websites and/or the authorities in order to assist them in resolving security incidents. We reserve the right to investigate suspected violations of the Agreement. We reserve the right to fully cooperate with any law enforcement authorities or court order requesting or directing Us to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate this Agreement. BY ACCEPTING THIS AGREEMENT YOU WAIVE ALL RIGHTS NOT SPECIFICALLY SET FORTH HEREIN, AND AGREE TO HOLD COMPANY HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER COMPANY OR LAW ENFORCEMENT AUTHORITIES.

Disputes. Any and all disputes, controversies or claims (each a “Dispute”) arising out of, relating to or in connection with the Agreement, including, without limitation, any dispute regarding its arbitrability, validity or termination, or the performance or breach thereof, shall be exclusively and finally settled by arbitration under Florida law administered by the American Arbitration Association (“AAA”). Any party may initiate arbitration by notice to the other party (a “Request for Arbitration”). The arbitration shall be conducted on a confidential basis in accordance with the AAA rules governing commercial arbitration (the “Rules”) in effect at the time of the arbitration, except as they may be modified by the provisions of this Agreement. The place of the arbitration shall be St Petersburg, FL. The language of the arbitration shall be English. Any decision or award as a result of any such arbitration proceeding shall be in writing, shall provide an explanation for all conclusions of law and fact, and shall include an assessment of costs, expenses, and reasonable attorneys’ fees. Any such arbitration shall be conducted by an arbitrator with at least ten (10) years of experience practicing law and experience with commercial disputes involving SaaS or other cloud-based web services. If the parties fail to appoint a person to serve as arbitrator within fifteen (15) days after delivery of the Request for Arbitration, the AAA shall appoint an appropriate arbitrator in accordance with the Rules. Judgment upon an arbitration award may be entered in any court of competent jurisdiction.

Miscellaneous.

If any part of this Agreement is found by a court of competent jurisdiction to be unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

You agree that no joint venture, partnership, employment, or agency relationship exists between You and Company as a result of this Agreement or use of Our Services.

This Agreement constitutes the entire agreement among the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between You and Us with respect to Our Websites and Services. Notwithstanding the foregoing, You may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when You use the Website or any of its Services. You should review the Agreement from time to time to determine if any changes have been made to the Agreement. Your continued use of the Website after any changes have been made to this Agreement signifies and confirms Your acceptance of any changes or amendments to this Agreement. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Company must be in writing and signed by an authorized representative of the Company. The section titles in the Agreement are for convenience only and have no legal or contractual effect.