

Registration Agreement

This Registration Agreement ("Agreement") is by and between Park Avenue Capital LLC, d/ b/a MaxMD, a limited liability company organized under the laws of the state of Georgia ("we" or "us"), and you." The terms "you" and "your" as used herein refer to each individual or entity registering a domain name or purchasing secure communication services provided by us ("Services"), including their agents and the registrant, administrative contact and technical contact listed in the account information for the domain name." This Agreement governs the registration of domain names in the .md country-code Top Level Domain and/or the purchase of secure communication services by you." Please read this Agreement carefully." If you do not accept this Agreement, do not register domain names or purchase secure communication services." By registering a domain name or purchasing secure communication services, you are indicating your agreement to be bound by this Agreement.

1. **Restrictions:** "Registration of domain names and secure communication services are available to those who are providers of healthcare services or healthcare related products and services." Potential registrants should note that certain domains and subdomains are reserved." Notwithstanding the forgoing, we reserve the right to permit any individual or entity to register domain names if we, in our sole and absolute discretion, determine that such registration is advisable to protect the legitimate, bonafide trademark rights of the registrant or for other reasons or purposes.

2. **Prohibitions:** "You understand and agree that intellectual property laws, rights of publicity and privacy, and other considerations may limit or even prohibit certain uses of words, letters or combinations thereof in a domain name." We may request that you provide evidence of your right to use your chosen domain name, but we make no representations or assurances regarding any restraints on or legality of registration or use of domain names." You should consult legal counsel prior to expressing interest or registering any domain name with us to determine whether your proposed domain name may be used for the intended purpose under applicable law.

Domain Name Registrations

a. **You understand and agree that:** (i) domain names are registered on a first come, first served basis; (ii) the registration of a domain name does not confer any legal rights to a name or its use and any disputes between you and a third party are to be settled using normal legal methods (and we will not be drawn into any such argument or dispute in any circumstances); (iii) an application for the registration of a domain name cannot be treated as having been successful until you have been notified by us in writing to this effect by email or otherwise; (iv) we will notify you as soon as is reasonably possible after the registration of a domain name has been effected and you shall be responsible for visiting our website on receipt of such notification in order to verify that the domain name has been registered correctly and for notifying us immediately if there is any error; (v) you are advised not to take any action in respect of a requested domain

name until you have carried out your obligations under Section 15 and satisfied yourself that such domain name has been correctly registered.

b. **Right of Refusal:** We reserve the right to refuse to register your chosen domain name or to provide Services to you, and we may, for any reason, delete the registration of your chosen domain name within the first sixty (60) days after receipt of payment therefor." In the event we do not register your chosen domain name or provide Services to you, or we delete the registration of your chosen domain name within the first sixty (60) days after receipt of payment therefor, we will refund to you the applicable fees paid for such registration or secure communication services." You agree that we shall not be liable to you for loss or damages that may result from our refusal to register your chosen domain name or provide secure communication services, or from our deleting of the registration of your chosen domain name.

4. **Use of the domain name:** You agree that you will not register, use, display or exploit your chosen domain name in breach of this Agreement or any policies posted by us on this Web site, in contravention of the laws of any jurisdiction where the domain name is accessible, or for any unlawful purpose, including, but not limited to, child pornography, child entrapment or abuse, advocacy of hatred, bigotry or violence towards persons or groups on the basis of their religion, race, ethnicity, sexual orientation, theft of email service, or as a source of unsolicited bulk email or as an address to use for replying to unsolicited bulk email." You covenant, represent and warrant that you will not use the domain name to infringe, misappropriate or dilute the trademark, intellectual property or other rights of any third party." In addition, you covenant, represent and warrant that the domain name will not be used for the purposes of selling, trading or leasing the domain name for compensation, or the unsolicited offering to sell, trade or lease the domain name for compensation." You further covenant, represent and warrant that: (i) the domain name will be used primarily for bona fide purposes related to the provision of healthcare services or products, (ii) the domain name is reasonably related to your provision of healthcare services or products or your intended provision of healthcare services or products at the time of registration, and (iii) you will cause the domain name to point to a functioning Web site within sixty (60) days following the date of registration of the domain name." In the event you use the domain name other than as set forth above, we shall have the right to cancel, suspend, transfer or modify your registration of the domain name immediately without prior notice and without a refund of fees paid.

5. **Fees; Renewal:** "You agree to pay us the applicable fees set forth on our Web site at the time you choose your domain name or purchase secure communication services or, if applicable, upon receipt of your invoice from us." We reserve the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at our sole discretion, without prior notice to you." All fees are due immediately and are nonrefundable, except as set forth in Section 3, above." Unless otherwise specified herein or on our Web site, each registration is for a one year initial term and renewable thereafter for successive one to ten year terms, as set forth during the renewal process." Unless you notify us prior to the applicable anniversary of the registration date, your registration term will automatically renew and you will be automatically

charged for an additional term on the applicable anniversary of your registration date." If you used a credit card, we reserve the right to automatically charge your credit card the fees for the next term at the beginning of the next term. If you are paying by credit card, you represent and warrant that you are the rightful owner or are a properly authorized user of the credit card account, and you agree to promptly inform us of any changes to the credit card information you supply us (e.g., change of expiration date or account number)." Any renewal of your registration we provide is subject to our then current terms and conditions and payment of all applicable fees at the time of renewal and, in the case of domain name reregistration, our acceptance of your domain name registration." Except with respect to Services to which you subscribe on a monthly basis, we will endeavor to provide you notice prior to the renewal of your domain name and or secure communication services at least fifteen (15) days in advance of the renewal date." We shall have no liability to you or any third party in connection with the renewal as described herein, including, but not limited to, any failure or errors in renewing the Services." Unless otherwise stated, all fees are exclusive of tax and you agree to pay all value added, sales and other taxes (other than taxes based on our income) related to our Services or payments made by you hereunder." All payments shall be made in U.S. dollars." All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less." You agree that, except as provided under Section 3, all fees paid by you to us are nonrefundable, in whole or in part, even if the domain name or secure communication services are suspended, cancelled or transferred or the Service is terminated prior to the end of the then current term." In the event of a charge back by a credit card company (or similar action by another payment provider allowed by us) or other nonpayment by you in connection with the payment of the applicable service fee, you acknowledge and agree that the registration for which such fee has not been paid shall be transferred to us as the entity that has paid the applicable fee to the registry, and that we reserve all rights regarding such registration including, without limitation, the right to make the domain name registration available to other parties for purchase." We will reinstate any such domain name or secure communication services registration solely at our discretion, and subject to our receipt of the applicable fee and the then current reinstatement fee.

6. Registration Information: You agree to: (i) provide certain current, complete and accurate information about you and, if applicable, the entity on whose behalf you are acting, as required by the registration process, and (ii) maintain and update such information as needed to keep it current, complete and accurate." In the event you fail to maintain and update such information within five (5) calendar days of a request by us, we shall have the right to terminate this Agreement and/or cancel, suspend, transfer or modify your registration of a domain name and secure communication services." By submitting to us your application for registration of domain names or secure communication services for purchase, you represent that the information and statements in your application are true, complete and accurate.

7. **Disclosure of Information:** You understand and agree that we may make publicly available, or directly available to third party vendors, including the registry operator, some or all of the domain name registration information you provide, for purposes of inspection (such as through our WHOIS service) or other purposes as required or permitted by ICANN, IANA, and applicable laws." You hereby consent to any and all such disclosures and use of information provided by you in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your registration of the domain name." You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration information by us." Furthermore, you acknowledge and agree that MaxMD may reference the existence of this Agreement and our relationship within its marketing and promotional materials and that MaxMD may also use screen shots of your website within its marketing and promotional materials, provided however, MaxMD will not disclose screen shots that contain confidential information where MaxMD has been given notice by you that such screen shot contains confidential information.

8. **Announcements:** We reserve the right to distribute information to you that is pertinent to the quality or operation of our Services and those of our service partners.

9. **Ownership of Data:** You agree that we own all rights, title and interest worldwide in the databases containing information regarding registrants of domain names and purchasers of secure communication services (the "Database") and you agree not to reproduce, "scrape", aggregate or distribute the Database or any of the information contained therein, provided that we do not have any exclusive interest in your personal and contact information, your IP addresses or the corresponding names of the nameservers for your domain names outside of our rights in our Database as a whole.

10. **Account Access:** To access or use the Services or to modify your domain name or secure communication services account, you may be required to establish an account and obtain a login name, account number, password and/or passphrase." You authorize us to process any and all account transactions initiated through the use of your password and/or passphrase." You are solely responsible for maintaining the confidentiality of your password and passphrase." You must immediately notify us of any unauthorized use of your password or passphrase, and you are responsible for any unauthorized activities, charges and/or liabilities made through your password or passphrase." In no event will we be liable for the unauthorized use or misuse of your login name, account number, password or passphrase.

11. **Transfers:** You agree that prior to transferring ownership of your domain name to another person (the "Transferee") you shall require the Transferee to agree in writing to be bound by all the terms and conditions of this Agreement. Your domain name will not be transferred until we receive such written assurances or other reasonable assurance that the Transferee has been bound by the contractual terms of this Agreement. If the Transferee fails to be bound in a reasonable fashion to the terms and conditions in this Agreement, any such transfer will be null

and void.

12. Licensing of Use: You may not license the use of your domain name registration to a third party.

Termination

a. **By Us:** We may terminate this Agreement or any part of the Services at any time in the event (i) you breach any obligation hereunder or fail to respond within five (5) calendar days to an inquiry from us concerning the accuracy or completeness of the information referred to in Section 4 of this Agreement; (ii) a receiver is appointed for you or your material assets; (iii) you become insolvent, generally unable to pay your debts as they become due, or make an assignment for the benefit of your creditors or seek relief under any bankruptcy, insolvency or debtors relief law; (iv) proceedings are commenced against you, under any bankruptcy, insolvency or debtor's relief law, and such proceedings have not been vacated or set aside within sixty (60) days from the date of commencement thereof; or (v) in the event you are not an individual, you are liquidated, dissolved or cease operations.

b. **Revocation:** You agree that we may suspend, cancel or transfer a domain name registration or secure communication services in order to: (i) correct mistakes made by us in registering your chosen domain name, or (ii) to resolve a dispute under our Dispute Policy.

c. **Effect of Termination:** We will cease charging your credit card, if applicable, for any annual service fees as of the expiration of the annual billing cycle in which the termination is effective; provided, that we shall be entitled to retain any sums paid to us by you hereunder and recover any sums due us pursuant hereto whether invoiced or not as of the date of termination." Unless otherwise specified in writing by us, you will not receive any refund for payments already made by you as of the date of termination." If termination of this Agreement is due to your breach hereunder, you shall bear all costs of such termination, including any reasonable costs we incur in closing your account." You agree to pay any and all costs incurred by us in enforcing your compliance with this Section." You agree that upon termination or discontinuance for any reason, we may delete all information related to you in the Database.

14. Modifications to Agreement: "You agree, during the term of this Agreement, that we may: (i) revise the terms and conditions of this Agreement; and (ii) modify the Services provided under this Agreement at any time." Any such revision or modification will be binding and effective thirty (30) days after posting of the revised Agreement or change to the Services on our Web site, or upon notification to you by email or postal mail." You agree to periodically review our Web site, including the current version of this Agreement available on our Web site, to be aware of any such revisions." If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice." Notice of your termination will be effective on receipt and processing by us." Any fees paid by you if you terminate your Agreement with us are nonrefundable, but you will not incur any additional fees." By continuing to use our Services after any revision to this Agreement or modification of Services, you agree

to abide by and be bound by any such revisions or changes." This Agreement may not be modified except by us in accordance with this Section.

15. Representations and Warranties of Registrant:

You represent and warrant that:

You are either:

- (a) a person legally entitled to write a prescription for pharmaceuticals; or
- (b) a medical practice group or clinic, a dental practice group or clinic, hospital, medical school, managed care provider, pharmaceutical company, pharmacy chain or pharmacy, healthcare clinic, or medical association; or
- (c) a bonafide provider of services or products to the healthcare industry; or
- (d) a registered trademark holder for registered trademarks for proper healthcare product names, provided, such trademarks are governed by the appropriate trademark agency in the applicable country.

You have all requisite power and authority to execute this Agreement and to perform your obligations hereunder; in the event you are registering the domain name or purchasing secure communication services on behalf of a third party, you have the authority to bind that third party as a principal party to all terms and conditions provided herein; to the best of your knowledge, neither the registration of the domain name nor the manner in which you intend to use the domain name or secure communication services will directly or indirectly infringe or dilute the legal rights of any third party or violate any applicable law; the information submitted by you is true, accurate and correct; you understand that use of your chosen domain name may be subject to applicable laws in all jurisdictions in which the domain name is used or accessible, including those concerning trademarks and other types of intellectual property; you understand that it is your obligation to determine whether you have the right to use the domain name and to determine whether your use of the domain name will infringe upon or dilute the trademark or other rights of any third party; you understand that use of the domain name is subject to all terms and conditions of this Agreement and any policies that are or may be enacted by us; and you shall not publicly offer, advertise, or otherwise make available the delegation of subdomains from the domain name.

(e) General. You represents and warrants that (i) you are at least eighteen (18) years of age; (ii) You possess the legal right and ability to enter into this Agreement, and (iii) the performance of its obligations and use of the Services (by you, your customers and users) will not violate any applicable laws, regulations or cause a breach of any agreements with any third parties or unreasonably interfere with other MaxMD customers' use of MaxMD services. You assume all risks related to processing of transactions related to electronic commerce. (iv) Customer Information. Customer represents and warrants that (v) all information provided to MaxMD for the purposes of establishing and maintaining the Service is accurate.

(F) Breach of Warranties. In the event of any breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, MaxMD will have the right, in its sole discretion, to suspend or terminate immediately any Services. Customer further warrants to MaxMD that it shall not conduct the following in connection with the Direct mdEmail® accounts:

1. Selling products or services that are unlawful in the location at which the content is posted or received;
2. Incorporating into mdEmail® any material, text, graphic, sound or animation in any form that, without limitation, may be obscene, defamatory, harassing, grossly offensive, malicious, or that actually or potentially infringes or misappropriates the copyright, trademark, proprietary or other

intellectual property right of any person;

3. Posting any content that advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or which provides instruction, information or assistance in causing or carrying out such violence;
4. Posting any content that holds MaxMD, its employees or shareholders up to public scorn or ridicule;
5. Introducing viruses, worms, harmful code, Trojan horses on the internet, and/or using any software or device to interfere or attempt to interfere with the proper functioning of any server or other internet facilities;
6. Harassment, whether through language, frequency, or size of messages;
7. Sending email to any person who does not wish to receive it;
8. Sending unsolicited bulk mail messages ("junk mail" or "spam") which, in MaxMD's sole judgment, is disruptive or generates a significant number of user complaints. This includes bulk-mailing of commercial advertising, informational announcements and political tracts;
9. Forwarding or otherwise propagating chain letters and pyramid schemes, whether or not the recipient wishes to receive such mailings;
10. Malicious email, such as "mailbombing" or flooding a user or site with very large or numerous pieces of email;
11. Forging of header information; or
12. Collecting replies to messages sent from another Internet Service Provider where those messages violate this Agreement or the Acceptable Use Policy of that other provider.

16. DISCLAIMER OF WARRANTIES: YOU AGREE THAT ALL DOMAIN NAMES AND SECURE COMMUNICATION SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS." WE, OUR AFFILIATES, VENDORS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OR THE LIKE." NEITHER WE NOR OUR AFFILIATES, VENDORS OR LICENSORS MAKE ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE OR OUR AFFILIATES, VENDORS OR LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR SERVICES." YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES." NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR SERVICES SHALL CREATE ANY

WARRANTY NOT EXPRESSLY MADE HEREIN, YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE." TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU." WE ARE NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY YOU FROM A THIRD PARTY.

17. **Dispute Policy:** If you registered a domain name through us, you agree to be bound by ICANN's Uniform Domain Name Dispute Resolution Policy that is incorporated herein and made a part of this Agreement by reference." The current version of such domain name dispute policy (the "Dispute Policy") may be found at: <http://www.icann.org/dndr/udrp/policy.htm>." You acknowledge having read and understood and agree to be bound by the terms and conditions of the Dispute Policy." The Dispute Policy is incorporated herein and made a part of this Agreement by reference." In the event that any provision of the Dispute Policy conflicts with any provision set forth in the body of this Agreement, the provision set forth in the body of this Agreement shall control.

18. **Domain Name Disputes:** You agree that, if your use of a domain name is challenged by a third party, you will be subject to the provisions specified in the Dispute Policy in effect at the time of the dispute." You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement." If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval." We may prohibit you from making changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled." Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us." You agree that we will comply with all court orders, domestic or international, directed against you and/or the domain name registration.

19. **No Guaranty:** You agree that, by registration of your chosen domain name, such registration does not confer immunity from objection to either the registration or use of your domain name.

20. **Indemnification:** You agree to defend, indemnify, and hold us harmless, and our subsidiaries, affiliates, divisions, related companies, and their respective shareholders, members, managers, directors, officers, employees, accountants, attorneys, insurers, agents, contractors and their subcontractors, predecessors, successors and assigns, (collectively, "Indemnified Parties") from and against any and all losses, liabilities, claims (including claims without legal merit or brought in bad faith), demands, damages, costs or expenses, causes of action, suits, proceedings, judgments, awards, executions and liens, including reasonable attorney` fees (which attorneys shall be hired at our sole discretion), brought by third parties against us and/or our Indemnified Parties arising from or in connection

with this Agreement, the breach of your warranties, representations and obligations under this Agreement, or your registration or use of a domain name or secure communication services, or claims brought against us and/or our Indemnified Parties by you in which we and/or our Indemnified Parties prevail (collectively, the "Claims"). "In the event any Indemnified Party is threatened with suit by a third party, such Indemnified Party may seek written assurances from you concerning your promise to indemnify such Indemnified Party; your failure to provide those assurances shall be a breach of your Agreement and may result in deactivation of your domain name or secure communication services." Any Indemnified Party shall have the right to participate in any defense by you of a Claim, with counsel of such Indemnified Party's choice at its expense." Such Indemnified Party shall reasonably cooperate in the defense at your request and expense." You shall have sole responsibility to defend any and all Indemnified Parties against any Claim, but you must receive each such Indemnified Party's prior written consent regarding any related settlement." The terms of this paragraph will survive any termination or cancellation of this Agreement.

21. Disclaimer; Limitation of Liability: WE AND OUR AFFILIATES, VENDORS, REGISTRARS AND LICENSORS DISCLAIM ANY OR ALL LOSS OR LIABILITY RESULTING FROM, BUT NOT LIMITED TO, (a) OUR REJECTION OF YOUR APPLICATION TO REGISTER A DOMAIN NAME OR TO PURCHASE SECURE COMMUNICATION SERVICES; (b) ERRORS RELATED TO PROCESSING OF YOUR APPLICATION TO REGISTER A DOMAIN NAME OR TO PURCHASE SECURE COMMUNICATION SERVICES; (c) APPLICATION OF THE DISPUTE POLICY; (d) USE OR INABILITY TO USE A DOMAIN NAME OR THE SECURE COMMUNICATION SERVICES; (e) SUSPENSION, TERMINATION, CANCELLATION OR OTHER LOSS OF YOUR REGISTRATION OF A DOMAIN NAME OR SECURE COMMUNICATION SERVICES, OR (f) EVENTS BEYOND OUR REASONABLE CONTROL. "UNDER NO CIRCUMSTANCES SHALL WE AND/OR OUR AFFILIATES, VENDORS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF WE AND/OR OUR AFFILIATES, VENDORS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. "IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED FIVE HUNDRED U.S. DOLLARS (US \$500)." BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR OWN OR OUR AFFILIATES", VENDORS "OR LICENSORS"

22. Notices: "Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via email or via postal service." In the case of email, valid notice shall only have been deemed to have been given when an electronic confirmation of delivery has been obtained by the sender. "In the case of email notifications to you, to the email address provided by you in your WHOIS record or registration document." Any email communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. EST, otherwise it will be deemed to have been delivered on the next business day." In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given 5

business days after the date of mailing and, in the case of notification to us shall be sent to:
MaxMD, LLC
2200 Fletcher Avenue, Sixth Floor
Fort Lee, New Jersey 07024
Attn.: President

and in the case of notification to you shall be to the address specified in the "Administrative Contact" in your WHOIS record or registration.

23. Governing Law/Forum Selection: "This Agreement and any disputes between you and us hereunder shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding its conflict of law provisions." The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded." All disputes between you and us arising out of or in connection with this Agreement, including those concerning its validity, interpretation, performance and termination, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single, English speaking arbitrator appointed in accordance with said Rules. "Such arbitration shall be conducted in Newark , New Jersey, and the language of the arbitration proceedings shall be English." Each party will be required to prove the facts it relies on in each of their claims or defenses, but the arbitrator may, at any time during the proceedings, require that a party produce other documents, exhibits or any evidence that the arbitrator deems necessary or appropriate.

24. Severability: "If any provision of this Agreement is held invalid, unenforceable, or void, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect as nearly possible to reflect the original intention of us and you in executing this Agreement."

25. Force Majeure: We shall not be deemed in default hereunder, nor shall we be held responsible for, any cessation, interruption or delay in the performance of our obligations hereunder due to any event beyond our control, including without limitation, earthquake, flood, fire, storm, power failure, telecommunications failure, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott.

26. Assignment: "Your rights and obligations under this Agreement are personal to you." You may not assign, lease, delegate, sublicense, or otherwise transfer such rights and obligations, in whole or in part, under this Agreement without our prior written consent." This Agreement shall be binding upon and inure to the benefit of each party and its successors and permitted assigns. "Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option." You agree not to resell any of the Services without our prior express written consent.

27. No Waiver: The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be a waiver of such right or remedy with respect to any other breach or failure by the other party.

28. Business Associates Agreement: You agree to the terms of the [MaxMD Business Associate Agreement](#)

29. **Entire Agreement:** This Agreement, together with the policies and documents incorporated by reference herein, constitutes the entire agreement between you and us relating to the subject matter hereof and supersedes all prior or contemporaneous agreements with respect thereto, except to the extent specifically set forth in a written agreement signed by you and us.