

Explain it Doctorly, Inc. (“Company”)

Terms of Use

Last modified: May 27, 2020

Effective date: May 27, 2020

1. BACKGROUND

These terms of use (the “**Terms**” or “**Terms of Use**”) govern Your access to the Explain it Doctorly, Inc. educational materials and website, whether accessed: (a) on a computer connected to the Internet at www.explainitdoctorly.com (the “**Website**”); or (b) on a mobile device (individually and collectively, (a) and (b) are referred to herein as the “**Service**”), as owned and operated by Explain it Doctorly, Inc., a California corporation (referred to in these Terms as “**We**”, “**Us**” or the “**Company**”). These Terms govern the use of all persons using the Service, including without limitation, the individual person, and/or organization that registers an account using the Service (individually and collectively, “**You**” or the “**User**”), who have registered for the use of the Service, and are binding on any use of the Service, and apply to You from the time that You commence accessing the Service. For clarification, “You” includes terms such as “Your” and “Yourself”.

2. APPROVAL OF THE TERMS

It is important that You read these Terms carefully. If You do not agree to these Terms, please do not use the Service or browse the Website. By accessing or using the Service, You represent, warrant and signify that: (a) You are at least 18 years of age; (b) You have read, understood and agree to be bound by these Terms as they may be amended from time to time; and (c) You have read and understand our Privacy Policy, which can be accessed at <https://www.explainitdoctorly.com> (the “**Privacy Policy**”), the terms of which are incorporated herein by reference, and agree to abide by the Privacy Policy.

You may not use the Service or accept these Terms if You are not of a legal age to form a binding contract with Us. If You accept these Terms, You represent that You have the capacity to be bound by them, or if You are acting on behalf of a company or entity, that You have the authority to bind such company or entity (and in which case “**You**” will refer to the company or entity).

3. AMENDMENT

We may add to, discontinue or revise these Terms or any aspect, mode, design, or service provided under the Service, which include but are not limited to the:

a. scope of the features;

- b. timing of the features;
- c. software/hardware required for access to the Service; and
- d. geographic locations and/or jurisdictions in which certain features may be available.

We may also amend the Terms without notice for non-material amendments. In the event of a material change, we will provide You with thirty (30) days' advance notice of a material change in the Terms and Conditions (including changes in pricing) via e-mail to the e-mail address supplied to us by You, setting out:

- a. the new or amended agreement terms;
- b. how such terms read formerly;
- c. the effective date of any amendment;
- d. the means in which You can respond and the consequences of any failure to respond;
- e the option to either terminate the agreement or retain the existing agreement unchanged; and
- f. the language of this provision with reference to the applicable consumer protection legislation rules for amending these terms and making any additional requirements for amendments as prescribed by law (if any).

It is the User's responsibility to read such notices of material changes to User's account. We highly recommend that Users read any amendments carefully. Unless explicit consent is required by the law, we have the right to assume that You have accepted the change to the terms and conditions, unless You notify us to the contrary, no later than thirty (30) days after the amendment comes into force, that You desire to cancel the contract or de-register or unsubscribe from access to the Service.

We will post the most current Terms on the Website and Your use of the Service will be subject to the most current Terms as posted on the Website at such time. It is Your responsibility to visit this page to find any updates that may have been made to the Terms. You hereby agree that Company nor shall not be liable to You or any other third party for any amendments to the Terms of Use.

4. PAYMENT TERMS

Payment from You will be due upon signing up for an account on the Website and checking out via Your shopping cart on the Website. Company accepts all major credit cards. Any amounts payable by You hereunder which remain unpaid for more than thirty (30) days after an invoice is delivered shall bear interest at the rate of .8333% interest per month (10% per year) will be imposed on your

unpaid balance or the maximum amount allowable by law, such interest to be calculated on a daily basis from the date the payment becomes overdue until the date payment is made in full. Refunds are not available once a program in Your account has been accessed. Purchases may be subject to taxes in many states. Tax rates are different from state to state. You are responsible for paying all such taxes.

You be required to provide account information for at least one valid debit or credit card through the Service ("**Debit or Credit Card Information**"). We will use this Debit or Credit Card Information in accordance with this Agreement and our Privacy Policy.

We are not liable for any payments that are not completed because: (1) Your debit or credit card account does not contain sufficient funds to complete the transactions or the transactions would exceed the credit limit or overdraft protection of the debit or credit card account; (2) You have not provided us with correct payment account information; (3) Your debit or credit card has expired; or (4) of circumstances beyond our control (such as but not limited to, power outages, interruptions of cellular service, overzealous fraud protection rules applied by your payment card brand or acquirer bank, or any other interface from an outside force). ****HERE****

5. TERMINATION

These Terms are effective on the date that You access the Service and will continue to apply until our relationship with You is terminated. The services provided via the Service and the applicable fees shall continue until the end of Your current subscription term after You have notified us of Your desire to unsubscribe from the Service, to close Your account, and to cease Your use of the Service. Users who use the Service during a trial period and do not register for the Service after the free trial period, if any, will have their account terminated at the end of any such free trial period.

We may terminate our relationship with You immediately at any time and for any reason including, but not limited to, a breach of these Terms under the following circumstances:

- a.** if You have not adhered to any or all the provisions of the Terms (such as a failure to pay fees when due) or if it appears that You do not intend to or are unable to comply with the Terms, such determination to be made solely at our discretion;
- b.** if we have changed our Terms or Privacy Policy and have not received Your required consent, subject to the amendment provision in this Agreement;
- c.** if we are required to terminate the relationship by law;
- d.** if we receive any notice of Your misuse of the Service; or
- e.** if provision of the Service is no longer commercially viable for us.

Upon termination of our relationship, we will immediately revoke Your license to use the Service and block all access to Your account and may delete all data and information associated with Your account thirty (30) days after such termination. Upon termination of this relationship, You will remain liable for any accrued charges and amounts which become due for payment prior to or following termination. If You do not log into Your account for six (6) or more months, we may treat Your account as “inactive” and permanently cancel Your account upon delivery of written notice and delete Your information within thirty (30) or more days after the date of delivery to You of such notice

6. USE OF THE SERVICE

In order to use the Service, an User must register using our registration page located on the Website. You understand and agree that You personally, or an employer of Your organization, may register You for a manager account. Upon registration, the User may setup additional accounts on the registered account for others.

Registration Information: You agree and understand that You are responsible for maintaining the confidentiality of Your password, which, together with Your name and e-mail address (collectively, “**User ID**”), allows You to access the Service. The User ID and password, together with any other contact information You provide us at the time of signing up for the Service form Your “**Registration Information**.” You agree that all Registration Information provided to us will be accurate and up-to-date. You agree to keep Your password secure. We will not be liable if we are unable to retrieve or reset a lost password. If You become aware of any unauthorized use of Your password or account, You agree to notify us via e-mail at explainitdoctorly@gmail.com as soon as possible.

Permitted Uses: You agree to use the Service only for purposes that are permitted, both by the Terms and by any applicable law, regulation, or generally accepted practices or guidelines, in relevant local, national, and international jurisdictions. You agree to adhere to any applicable privacy of personal information laws and regulations, including as outlined in the Personal Information Protection and Electronic Documents Act, SC 2000, c 5 and in the Privacy Policy of Company.

Unauthorized Access: You agree to only access (or try to access) and use the Service through interfaces provided by us. You shall not access (or try to access) and use the Service through any automated means, including, but not limited to, scrapers, scripts, robots, or web crawlers. You agree not to use or attempt to use another User’s account. You agree not to impersonate any person or entity, or falsely state or otherwise misrepresent You, Your personal information, or Your affiliations with any person or entity.

Prohibited Uses: You may use our Website and Services only for lawful purposes. You may not use our Website or Services in any manner that:

- a. breaches any applicable local, national or international law or regulation;

- b. may in any way be considered harassment to another person or entity;
- c. is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- d. may in any way damage, disable, overburden, and/or impair the Service server, or any network connected to the Service server, and/or interfere with any other party's use or enjoyment of the Service;
- e. is in any way abusive, defamatory, misleading, fraudulent, pornographic or otherwise explicit in nature or written in bad faith;
- f. harms or attempts to harm minors in any way;
- g. will reproduce, duplicate, copy, sell, resell or exploit any portion of the Service; or
- h. will abuse either verbally, physically, written or other abuse (including threats of abuse or retribution) of any Service customers, employees, members, or officers;

and any of the foregoing will result in immediate account termination.

You represent and warrant that You will not use the Service to upload, post, link to, email, transmit, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or any telecommunications equipment. Nor will You post or distribute any computer program that damages, detrimentally interferes with, surreptitiously intercepts, or expropriates any system, data, or personal information. You further represent and warrant that You will not disrupt the functioning of the Website, in any manner.

Moderation: You understand and agree that although Company is not required to moderate Your use of the Service, it may in its sole judgment review and delete any content in whole or in part, for any reason whatsoever, which without limitation, violate these Terms or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of others.

User Responsibility: You agree that You are solely responsible for any breach of Your obligations under the Terms and for the consequences of any such breach. We have no responsibility to You or to any third party for such breaches or the consequences of such breaches (including losses or damage that we may incur).

You understand that when using the Service, You may come across material that You find objectionable, offensive or indecent and agree that You are using the Service at Your own risk.

Technical Requirements: Use of the Service requires internet access through Your computer. You may be required to have Chrome, Safari or Internet Explorer enabled to use the Service, and some features of the Service may not be accessible with such technologies disabled.

Export: Software related to or made available by the Service may be subject to United States export controls. Thus, no software from the Website may be downloaded, exported or re-exported: (a) into (or to a national or resident of) Cuba, North Korea, Iran, Syria or any other country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. Further, The Treasury Department's [Office of Foreign Assets Control](#) (OFAC) administers and enforces economic sanctions imposed by the United States against foreign countries. Depending on the country, OFAC programs may freeze assets of embargoed countries, prohibit payment of funds to individuals and countries on the embargo list, and/or prohibit provision of services to countries subject to U.S. sanctions. These sanctions may require obtaining OFAC approval before conducting research or other activities in or involving the sanctioned country. Some sanctions are more restrictive than others, and apply to the whole country, while others are specifically target certain individuals or entities within a country. The list of sanctioned countries is updated periodically and is available [here](#). OFAC can also designate persons and entities (including persons and entities in the United States) as Specially Designated Nationals ("[SDN list](#)"). OFAC designates persons and entities as SDNs for narcotics trafficking, weapons proliferation and other reasons. In accordance with these OFAC regulations, as well as regulations and policies concerning financial processors, Company only accepts payments from clients residing in the countries not listed on the OFAC list. [The OFAC list](#) supersedes anything listed on the Website. Both the OFAC list and the booking list are subject to change at any point without notice. It is Your responsibility to abide by the OFAC regulations. If an OFAC restriction applies to Your country of residence, then your purchase on the Website is subject to cancellation. You will not hold Company responsible for said cancellation.

Copyrights: If you are a copyright owner or agent thereof and believe that content on the Website(s) infringes your copyright, please submit notice, pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512 ©) to our copyright department with the following information: (I) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright; (II) a description of the copyrighted work that you claim has been infringed; (III) the URL of the location containing the material that you claim is infringing; (IV) your address, telephone number, and email address; (V) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (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.

You can reach the Company's copyright department as follows:

By mail: 837 E. Santa Anita Ave., Burbank, CA 91501

By phone: (818) 795-3431

By email: explainitdoctorly@gmail.com

7. PRIVACY

Your privacy is very important to us. Please review our **Privacy Policy**. ****GEVO—MAKE THIS A CLICKABLE LINK.**** Our Privacy Policy applies to the collection, use, disclosure, retention, protection and accuracy of Your personal information and business financial information collected for the purposes of the features offered through the Service.

8. THIRD PARTY LINKS

The Service may link to third-party websites or resources. Such links are provided as a convenience to You only and do not imply an endorsement, warranty or guarantee by us of any such linked website or the company it purports to represent. We do not assume any responsibility or liability for their availability, accuracy, the related content, Services or services. You are solely responsible for use of any such websites or resources and compliance with their policies. Should You elect to enter into a binding contract with any such website, You agree to hold us harmless and hereby release us from any liability whatsoever, whether arising out of contract, tort or otherwise, for any liability, claim, injury, loss or damage suffered as a result of Your actions or the actions of any user associated with Your account, offering to accept or having accepted any Services or services that are available from those sites.

9. COOKIES

We use cookies for certain areas of the Website, including but not limited to session cookies, persistent cookies and web beacons. Cookies are files that store information on Your hard drive or browser that allow our Website to recognize that You have visited the Website before. They make it easier for You to maintain Your preferences on the Website, and by seeing how You use the Website, we can tailor the Website around Your preferences and measure usability of the Website. We use cookies to:

- Track Your session information (such as the particular services You purchase via the Website);
- Track Your specific information on the web pages You select to view; and

You can, should You choose, disable the cookies from Your browser and delete all cookies currently stored on Your computer. On Microsoft Internet Explorer, this can be done by selecting "Tools/Internet Options" and reviewing Your privacy settings or by selecting "delete cookies". However please note

that this may prevent You from taking full advantage of the Website. You can find out how to do this for Your particular browser by clicking "help" on Your browser's menu or by visiting www.allaboutcookies.org. No information obtained from cookies from which individual customers can be identified will be used by us for marketing purposes.

10. INTELLECTUAL PROPERTY AND RIGHTS

Rights to content provided by us: You acknowledge and understand that we own all right, title and interest in: (a) the Service and any associated data files; and (b) all computer software; advertisements; sponsored content; and intellectual property associated with the Service (all such information, individually and collectively, being the "**Service Content**"), which You may have access to when using the Service.

Except as set forth in the Agreement, all rights not expressly granted to You are reserved. You agree not to decipher, decompile, disassemble, reconstruct, translate, reverse engineer, or discover any of the intellectual property or ideas, algorithms, file formats, programming, or interoperability interfaces underlying the Service. You may not modify, rent, lease, loan, sell, distribute or create any derivative Services or services (or parts of services Services or services) based on the Service Content that You do not own or to which You have rights, or to create derivative works based on the Service. You may not infringe upon our intellectual property or adapt, reproduce, publish or distribute copies of any information or material found on the Service in any form (including by e-mail or other electronic means), without our prior written consent.

You are not required to provide Company with any comments, suggestions, recommendations, requests or any other feedback ("**Feedback**"). In the event that You do provide Company with Feedback, Company may use such feedback to improve the Service or for any other purpose. Furthermore, Company shall own such Feedback and Company and its affiliates, licensees, clients, partners, third-party providers and other authorized entitled may use, license, distribute, reproduce and commercialize the Feedback, and You hereby assign, irrevocably, exclusively and on a royalty-free basis, all such Feedback to Company.

Limited license: We grant You a non-exclusive, non-transferable, revocable, limited license to use the Service in accordance with these Terms. This limited license is subject to full payment of the monthly fees per person or per business entity (as applicable), when due. This license may be revoked upon breach of these Terms by You and shall automatically be revoked upon termination or expiration of this Agreement.

The Company may, now or in the future, own rights to trademarks, trade names, services marks, logos, domain names and other distinctive brand features which we use in connection with the operation of the Service (each such feature being a "**Brand Right**" and collectively being the "**Brand**

Rights”). We do not grant You any right or license to use any Brand Right other than as expressly set out in these Terms and in other licenses between You and us.

Rights to content provided by You: Company does not retain any right, title and interest to the information provided, inputted or uploaded to the Service by You (collectively, “**User Data**”). You understand and agree that the ownership of User Data shall be decided by You. You agree that You will defend, indemnify and hold harmless us and our officers, directors, shareholders, employees, agents and representatives, from and against any and all claims, damages, judgments, liability, costs and expenses (including without limitation any reasonable legal fees), in whole or in part arising out of or attributable to the ownership of User Data.

You also understand that in order for us to operate the Service, User Data may be transmitted by You or us over various public networks and in various media in compliance with our security protocols and we may make changes to User Data to meet the technological requirements of such networks and media. You are responsible for ensuring that User Data is protected and Your rights in User Data are enforced; we have no responsibility to protect or enforce Your rights on Your behalf with respect to User Data.

11. DISCLAIMERS

Disclaimer and Limitation of Liability: YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE WEBSITE OR ANY FEATURE OR PART THEREOF AT ANY TIME. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT MATERIALS ON THE WEBSITE ARE NONINFRINGEMENT, AS WELL AS WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING; THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT THE WEBSITE WILL BE SECURE; THAT THE WEBSITE OR THE SERVER THAT MAKES THE WEBSITE AVAILABLE WILL BE VIRUS-FREE; OR THAT INFORMATION ON THE WEBSITE WILL BE COMPLETE, ACCURATE OR TIMELY. IF YOU DOWNLOAD ANY MATERIALS FROM THIS WEBSITE, YOU DO SO AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY OF ANY KIND. COMPANY DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE MATERIALS ON THIS WEBSITE IN TERMS OF THEIR COMPLETENESS, CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE. IN CERTAIN JURISDICTIONS, THE LAW MAY NOT PERMIT THE DISCLAIMER OF WARRANTIES, SO THE

ABOVE DISCLAIMER MAY NOT APPLY TO YOU. Company hereby expressly reserves the right to change any and all content, other items, and software used or contained in the Website and any Services and applications offered through the Website at any time without notice.

Downtime: The Service may be temporarily unavailable from time to time for maintenance or other reasons. We assume no responsibility for any error, inaccuracy, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communications between You and the Service.

No endorsement as to accuracy: We accept no responsibility for the accuracy of any User Data provided by or created using the Service except as otherwise set out in these Terms. The provision or storage of User Data through the Service does not constitute our endorsement or warranty as to the compliance of such User Data with applicable privacy legislation, nor to the accuracy, timeliness, materiality, completeness, or reliability of such User Data. You are responsible for ensuring that that the information You have entered into our system is accurate, reliable and complete.

Ratings and reviews: We accept no responsibility or liability for any ratings or reviews posted to the Service, or any consequences as a result of the ratings or reviews. Ratings and reviews posted to the Service DO NOT reflect our views.

No warranty as to non-infringement: Except in the manner provided for in these Terms, we disclaim, and expressly do not provide any direct or indirect, express or implied representation or warranty as to title and non-infringement of intellectual property in relation to the Service. The Service is not authorized or endorsed by NBME® and should not be construed or interpreted as being offered by NBME®.

Damage to hardware: Any material downloaded or otherwise obtained through the Use of our services and Services is done at Your own discretion and risk, and You will be solely responsible for any damage to Your computer system or other device or loss of data that results from the download of any such material.

12. DATA RETENTION

The Service may store Your data as long as Your account is current and active and for thirty (30) days after our relationship with You has been terminated. On a regular basis we create a backup of all data in our system, which is retained for thirty (30) days, after which it will be removed permanently from all our systems. This backup is for use by Company only in the case of disaster recovery or to maintain business operations in the case of an emergency. Company will not restore data unless it determines, in its sole discretion that a data recovery is necessary.

13. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE WEBSITE. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE WEBSITE MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER COMPANY NOR ITS AFFILIATES, SUPPLIERS OR THIRD PARTY CONTENT PROVIDERS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE WEBSITE, OR ANY OTHER WEBSITE YOU ACCESS THROUGH A LINK FROM THIS WEBSITE OR FROM ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US, OR THE DELAY OR INABILITY TO USE THE WEBSITE, OR FOR ANY INFORMATION, PRODUCTS OR SERVICES ADVERTISED IN OR OBTAINED THROUGH THE WEBSITE, COMPANY'S REMOVAL OR DELETION OF ANY MATERIALS SUBMITTED OR POSTED ON THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF COMPANY, ITS AFFILIATES OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THIS DISCLAIMER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, YOUR LOSS OF PROFITS, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OR USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR ANY DISPUTE WITH COMPANY IS TO DISCONTINUE YOUR USE OF THE WEBSITE. YOU AND COMPANY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR THE CAUSE OF ACTION IS PERMANENTLY BARRED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, AND/OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES, ALL OR A PORTION OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

14. INDEMNIFICATION

To the extent permitted by applicable laws, You agree that You will defend, indemnify and hold harmless us and our officers, directors, shareholders, employees, agents and representatives from and against any and all damages, judgments, liability, costs and expenses (including without limitation any reasonable legal fees), in whole or in part arising out of or attributable to: (a) generally, Your breach of these Terms; Your access to and/or use of the Service; and any loss of, or damage to, any property, or injury to, or death of, any person (including You) caused by Your access to and/or use of

the Service; and (b) specifically, Your breach of the intellectual property rights of any third party to these Terms.

You agree that You will be solely responsible for all activities that occur under Your account, whether You are aware of them or not. You agree to hold us harmless and release us from any loss or liability whatsoever that You may incur as a result of someone other than You using Your password or account, either with or without Your knowledge. You agree to indemnify us for any damages, third party claims or liabilities whatsoever that we may incur as a result of activities that occur on or through Your account, whether or not You were directly or personally responsible.

15. GOVERNING LAW AND FORUM OF DISPUTES

The laws of the State of California govern these Terms of Use and Your use of the Website, and You irrevocably consent to the jurisdiction of the courts located in the County of Los Angeles for any action arising out of or relating to these Terms of Use. We recognize that it is possible for You to obtain access to the Website from any jurisdiction in the world, but we have no practical ability to prevent such access. This Website has been designed to comply with the laws of the State of California and of the United States. If any material on this Website, or Your use of the Website, is contrary to the laws of the place where You are when You access it, the Website is not intended for You, and we ask You not to use the Website. You are responsible for informing Yourself of the laws of Your jurisdiction and complying with them.

Expenses: Each party shall be responsible for its own legal fees and other expenses incurred in connection with the performance of any of its obligations hereunder.

16. FORCE MAJEURE

You agree that we are not liable for a delay or failure in performance of the Service or the provisions of these Terms caused by reason of any occurrence of unforeseen events beyond our reasonable control, including but not limited to, acts of God, natural disasters, power failures, server failures, third party service provider failures or service interruptions, embargo, labour disputes, lockouts and strikes, riots, war, floods, insurrections, legislative changes, and governmental actions.

17. SEVERABILITY

If any portion of these Terms is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, these Terms as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of these Terms that is unlawful, void or unenforceable shall be stricken from these Terms.

18. HEADINGS

The insertions of headings are for convenient reference only and are not to affect the interpretation of these Terms.

19. ASSIGNMENT OF AGREEMENT

You may not, without our prior written consent, assign the Agreement, in whole or in part, either voluntarily or by operation of law, and any attempt to do so will be a material default of the Agreement and will be void. We may assign this Agreement to a third party at any time in our sole discretion. The Agreement will be binding upon and will inure to the benefit of the respective parties hereto, their respective successors in interest, legal representatives, heirs and assigns.

20. WAIVER

You agree that if we do not exercise or enforce any legal right or remedy which is contained in these Terms or which we have the benefit of under any applicable law, this will not be taken to be a formal waiver of our rights and that those rights or remedies will still be available to us. Waivers must be in written form and signed by an authorized representative of the Company.

21. SURVIVAL OF AGREEMENT

All covenants, agreements, representations and warranties made in these Terms shall survive Your acceptance of these Terms and the termination of our relationship.

22. OTHER

These Terms of Use constitute the entire agreement between You and Company regarding the use of the Website, superseding any prior agreements between You and Company relating to Your use of the Website. The failure of Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms of Use is held invalid, the remainder of these Terms of Use shall continue in full force and effect. If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

23. ARBITRATION

These Terms of Use shall be construed in accordance with the laws of the State of California, and the parties irrevocably consent to bring any action to enforce these Terms of Use before an arbitration panel. YOU AND COMPANY AGREE THAT, EXCEPT AS MAY OTHERWISE APPLY AND BE PROVIDED IN REGARD TO SPECIFIC SERVICES ON THE WEBSITE IN ANY SPECIFIC TERMS APPLICABLE TO THOSE SERVICES, THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR

ARISING OUT OF THESE TERMS OF USE, THE WEBSITE AND/OR THE SERVICE (INCLUDING YOUR VISIT TO OR USE OF THE WEBSITE AND/OR THE SERVICE) SHALL BE FINAL AND BINDING ARBITRATION, except that: (a) no disputes or claims relating to any transactions You enter into with a third party through the Website may be arbitrated. Arbitration under this Agreement shall be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules (collectively, the "AAA Rules"). The location of the arbitration and the allocation of costs and fees for such arbitration shall be determined in accordance with such AAA Rules and shall be subject to the limitations provided for in the AAA Consumer Rules (for consumer disputes). The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, NO ARBITRATION OR CLAIM UNDER THESE TERMS OF USE SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE WEBSITE, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. In no event shall any claim, action or proceeding by You related in any way to the Website (including Your visit to or use of the Website) be instituted more than one (1) year after the cause of action arose.

24. CONTACT

By providing us with Your e-mail address, You agree to receive all required notices electronically, to that e-mail address or by mobile notifications via the Service. It is Your responsibility to update or change that address, as appropriate.

If You have any questions or comments regarding these Terms please contact our head office by email at explainitdoctorly@gmail.com.