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## TERMS AND CONDITIONS OF USE

### LAMMICO WEBSITES

LAMMICO operates the LAMMICO Websites.

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

LAMMICO has a wholly owned subsidiary, Medical Interactive Community, LLC (“MI” and also sometimes referred to as “MI Community”). If you access or use any websites operated by MI (including, without limitation, [www.medicalinteractive.com](http://www.medicalinteractive.com) and [www.perinatalu.org](http://www.perinatalu.org)) or any content accessible by or through websites operated by MI, for such access and use you are governed by the terms and conditions of use located on said websites rather than by these Terms of Use.

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

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

- (a) **“accessing”** means (in addition to its ordinary meaning) browsing or navigating.
- (b) **“Anonymous Data”** means data which has been removed of information that, in itself, directly and readily identifies you.
- (c) **“Cause”** means your actual, imminent or threatened failure (in whole or in part) to perform, observe and comply with any one or more of your covenants, agreements, representations or warranties (or of any one or more of the terms or conditions under) these Terms of Use.
- (d) **“COVERED CLAIMS”** has the meaning ascribed thereto in Section 17.a.
- (e) **“Covered Damages/Liabilities”** means, collectively, the following: damages (whether compensatory, direct, indirect, consequential, incidental, statutory, reliance or otherwise); injuries; bodily harm; death; bodily injury; personal injury; disfigurement; loss; fines; investigation, reprimand or censure; loss or suspension of, or failure to obtain, achieve or maintain, professional licenses, accreditations, credits, credentials or certifications; loss or suspension of, or failure to obtain, achieve or maintain, medical or other privileges; and, liability (whether such liability is for or related to negligence, medical malpractice, fault, error or omission or other liability).
- (f) **“General License”** has the meaning ascribed thereto in Section 1 of these Terms of Use.
- (g) **“HOME PAGE”** means the single page located at [www.lammico.com](http://www.lammico.com).
- (h) **“Intellectual Property”** and **“Intellectual Property Rights”**, in addition to their ordinary meanings, mean, for the avoidance of doubt, patents, trade secrets, trademarks, service marks, copyrights,

literary rights, author rights or other proprietary rights or rights related to unfair competition or the like (as well as the rights to apply for, maintain and enforce all of same).

- (i) **“Interfere With”** means (in addition to its ordinary meaning): compromise, prevent, prohibit, restrict, limit, disable, circumvent, disengage, impede, meddle with, tamper with, sabotage, disable, corrupt, or disrupt.
- (j) **“Liability Cap”** has the meaning ascribed thereto in Section 17.b.
- (k) **“Linkable Page”** means a page to which LAMMICO then allows you to directly deep link (and thus directly navigate to).
- (l) **“Linked Websites”** has the meaning ascribed thereto in Section 14.a.
- (m) **“Linked Websites/Operators”** means the Linked Websites and the persons or entities that own, operate, control, manage or otherwise direct such Linked Websites.
- (n) **“LAMMICO Websites”** means LAMMICO’s internet properties (including, without limitation, any webpages located at or accessible under [www.lammico.com](http://www.lammico.com) or any subdirectories or subdomains thereof as well as any other websites operated or otherwise released by LAMMICO from time to time or any replacements of any of the forgoing); provided, that the term “LAMMICO Websites” does not include any websites operated by MI.
- (o) **“LAMMICO Marks”** means, collectively, LAMMICO's trademarks, service marks, logos, designs, slogans, brands, brand names, trade dress and trade names as well as other distinctive identification used on or in connection with the LAMMICO Websites or any LAMMICO Content Item.
- (p) **“LAMMICO Content Item”** means each of the following: information, monographs, educational materials, articles, essays, other materials, data, data feeds, alerts (including, without limitation, risk alerts), interfaces, computer code, data compilations, databases, software applications (including, without limitation, software tools, applets, widgets and other computer programs as well as any and all user guides, system guides or other documentation therefor), text, pictures, images, animation, sounds, music, graphics, motion graphic presentations (or other presentations), logos, button icons, tables, drawings, figures, charts, sketches, photographs, audio and video material, interactive works and artwork as well as any other content hosted, stored, viewed, played, depicted, displayed, performed, functioning or otherwise available on or by use of, or downloadable from, the LAMMICO Websites or otherwise provided, delivered or made available from LAMMICO .
- (q) **“LAMMICO Designs”** means the design, structure, selection, compilation, assembly, coordination, expression, functionalities, innovations, ideas, concepts, logos, button icons, applications, look and feel, and arrangement of or in the LAMMICO Content Items or the LAMMICO Websites.
- (r) **“LAMMICO Proprietary Property”** means, collectively, the LAMMICO Marks, the LAMMICO Content Items, the LAMMICO Designs and the LAMMICO Websites.
- (s) **“LAMMICO’s Written Consent”** means an email or letter from an authorized officer of (and so not merely an employee or representative of) LAMMICO expressly consenting, or not objecting, to your seeking, or otherwise requesting, the approval, authorization, waiver or otherwise consent of (or an indication of “no objection” or the like from) LAMMICO as to anything (including, without limitation, as to a subject, matter, event, circumstance, conduct or other activity whatsoever or as to LAMMICO refraining or forbearing from, or otherwise abandoning, relinquishing, forgoing or waiving, LAMMICO’s right to enforce: (a) any limitations, restrictions or other terms and conditions whatsoever, or (b) your observation of, respect of, performance of or compliance with any of your covenants, agreements, representations, warranties or other terms or conditions whatsoever) and detailing the nature and context of, as well as the limitations and other parameters of, such consent or lack of objection.
- (t) **“Modify/Xfer”** means to modify, translate, adapt, edit, change, create derivative works of, copy, reproduce, play, download, upload, distribute, circulate, broadcast, publish, disseminate, transmit, market, display, perform, lease, rent, sell, resell, sublicense, clone, disassemble, decompile, reverse

engineer or otherwise transfer. For the avoidance of doubt, the term “Modify/Xfer” also includes, without limitation, upload, post, publish, display, distribute or otherwise disseminate on public bulletin boards, chatrooms, blogs, social media walls or other like media.

- (u) **“LAMMICO WEBSITE PRODUCTS”** means any products, goods, content (including, without limitation, LAMMICO content items), services, licenses, information, material or other rights, things or items of LAMMICO purchased, licensed, subscribed or otherwise obtained, downloaded or received by you (or delivered to or used by you) in, on, by, as, through or from the LAMMICO Websites, the LAMMICO Content Items or LAMMICO.
- (v) **“LAMMICO Interests”** means: (1) LAMMICO and its affiliates; (2) the subsidiaries, directors, managers, owners, insureds, employees, officers, and trustees of LAMMICO and its affiliates; and, (3) the agents, representatives, suppliers, consultants, contractors, advertisers, promotional partners, assignees and licensors of LAMMICO and its affiliates; provided, the term “LAMMICO Interests” hereby expressly excludes you.
- (w) **“LAMMICO Proprietary Property/Website Products”** means, collectively, the LAMMICO Proprietary Property and the Website Products.
- (x) **“OTHER LAMMICO INTERESTS”** means the LAMMICO Interests except and excluding LAMMICO.
- (y) **“Person”** means any individual, corporation, limited liability company, trust, partnership (whether general, limited liability or otherwise), association or other entity.
- (z) **“Preset Personal Login Information”** means a login and initial password associated with your registration or account with one or more LAMMICO Websites, established, pre-registered, or otherwise configured for you.
- (aa) **“Personal Login Information”** means, collectively, Preset Personal Login Information and Your Selected Personal Login Information.
- (bb) **“Registered Areas”** means features and areas of the LAMMICO Websites which are available only with registration and login.
- (cc) **“Third Party Ads”** means promotions or other advertisements of third parties contained by the LAMMICO Websites or Website Products.
- (dd) **“Terms of Use”** means these Terms and Conditions of Use LAMMICO Websites, which Terms of Use include, without limitation, the Privacy Policy.
- (ee) **“Website Products”** means any products, goods, content (including, without limitation, LAMMICO Content Items), services, licenses, information, material or other rights, things or items purchased, licensed, subscribed or otherwise obtained or received by you (or delivered to or used by you) in, on, by, as, through or from the LAMMICO Websites, the LAMMICO Content Items or LAMMICO.
- (ff) **“Website/Content Third Party Information”** means content or information which is featured, displayed, referenced, credited or otherwise reflected by the LAMMICO Websites or any other Website Products, including, without limitation, materials, information (including, without limitation, information in the form of (or of, about or concerning) results, analysis, suggestions, studies, clinical trials, monographs, articles, presentations, education materials (whether in text, audio, video or audio/video), text books, papers, journals, recommendations, references, tips, hints, advice or otherwise), goods, services, licenses or other products provided by third parties.
- (gg) **“Website/Product Information”** means any information (including, without limitation, information in the form of (or of, about or concerning) results, analysis, suggestions, studies, clinical trials, monographs, articles, presentations, education materials (whether in text, audio, video or audio/video), text books, papers, journals, recommendations, references, tips, hints, advice or otherwise) provided in, obtained from, delivered from, accessed in, adopted from or based on the LAMMICO Proprietary Property/Website Products.
- (hh) **“Your Interests”** means, collectively, the following:

- a. your patients, clients and customers as well as your insurers (but excluding LAMMICO and its affiliated companies which insure or otherwise underwrite risk);
  - b. each of your employers as well as each other Person to whom you provide, or have contracted to provide, your services (collectively, "Your Employer");
  - c. each of your partners, members, fellows, residents, associates, employees or other Persons who practice medicine, or provide health care or other services, with, for or in association with you or Your Employer (collectively, "Your Associates");
  - d. the patients, clients and customers of (as well as, any employees, contractors, officers, managers, directors, owners, members, shareholders, principals or other agents or representatives of) Your Employer or Your Associates as well as their respective insurers (but excluding LAMMICO and its affiliated companies which insure or otherwise underwrite risk);
  - e. any manufacturers, suppliers, vendors or other providers of good, services, licenses or other products to you, Your Employer or Your Associates; and,
  - f. any Person ("Your Substitute") who uses your Personal Login Information/Account in any way or manner whatsoever (including, without limitation, to access or use the LAMMICO Websites, other LAMMICO Proprietary Property or Website Products).
- (ii) **"Your Selected Personal Login Information"** means your selected login and password associated with your registration or account on one or more LAMMICO Websites.
- (jj) **"LAMMICO CopyR Holder"** means LAMMICO if LAMMICO is the copyright owner; it means LAMMICO's assignee if LAMMICO has assigned the copyright to said assignee; and, if the copyright is licensed to LAMMICO, than it means the licensor who owns the copyright and licensed it to LAMMICO.

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

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

Except for your accessing only the HOME PAGE and only these Terms of Use (which may include accessing the Privacy Policy), by your accessing or using any webpages or other parts of the (as defined below) LAMMICO Website, you agree to, and you shall, fully and faithfully perform, comply with, observe and be bound by these Terms of Use. Please read these Terms of Use carefully as well as LAMMICO's Privacy Policy which is incorporated herein by reference and made a part hereof.

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

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

2. License Restrictions. Unless otherwise expressly stated in these Terms of Use or you receive LAMMICO's Written Consent, you acknowledge and agree that no right or license whatsoever is granted by LAMMICO to you to do any of the following:

(a) Modify/Xfer the LAMMICO Website (or any portion thereof) or any other LAMMICO Proprietary Property (or any portion thereof);

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

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

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

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

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

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

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

permissions, license management, security or other authorizations to Modify/Xfer) the LAMMICO Websites or any other LAMMICO Proprietary Property; and,

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

All of the above provisions of Section 2 are hereby deemed, agreed and understood to be restrictions and limitations on that which is granted by LAMMICO in the General License (and so the above provisions of Section 2 are not affirmative covenants, warrants, representations or agreements by you not to do the things set forth in subsections (a) through (i) inclusive above) except as follows:

To the extent that the LAMMICO CopyR Holder does not suffer any loss or limitation in enforcing its copyright (or where any such loss or limitation in so enforcing is of a kind or degree that the LAMMICO CopyR Holder is willing to, and has clearly consented in writing to, suffer), you further covenant, warrant, represent and agree that (except as otherwise expressly stated in these Terms of Use or where you receive LAMMICO's Written Consent): (A) you shall not do, and shall not induce or encourage others to do (and the General License is conditioned upon you not doing and upon you not inducing or encouraging others to do) any of (a) through (i) inclusive above; and, (B) Your Interests, who are under your supervision, direction or control, shall not do, and shall not induce or encourage others to do (and the General License is conditioned upon you not doing and upon you not inducing or encouraging others to do) any of (a) through (i) inclusive above.

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

You have no right whatsoever to rely on any approval, authorization, waiver or otherwise consent of (or lack of any objection by) LAMMICO that is not LAMMICO's Written Consent. For the avoidance of doubt, you acknowledge, agree, represent and warrant that your actual access or use of (and regardless of whether LAMMICO has or has not objected to, suspended, terminated or restricted such access and use) the LAMMICO Website or the LAMMICO Proprietary Property (and, without limiting the generality of the forgoing, whether only once, ad-hoc, intermittently, sporadically, regularly or continuously) is not, and shall not be, under any circumstances whatsoever the basis, grounds or evidence: (1) for your enjoying (or for any claim by you that you have or had the right to enjoy) any rights or licenses under these Terms of Use; (2) of any approval, authorization, waiver or otherwise consent of (or lack of any objection by) LAMMICO (or of any claim by you that you enjoy, or have otherwise obtained or received, the approval, authorization, waiver or otherwise consent of (or no objection from) LAMMICO); or, (3) for any claim by you that, by course of dealing or course of performance, LAMMICO has granted, delivered, issued or otherwise provided LAMMICO's approval, authorization, waiver or otherwise consent or has no objection.

### 3. Revisions to Terms of Use; Discontinued/Changed Products; Other.

(a) LAMMICO reserves the right to revise these Terms of Use at any time, one or more times, in its sole discretion by posting revised Terms of Use to the LAMMICO Websites. Your access or use of the LAMMICO Websites (other than your browsing ONLY to one or more of the HOME PAGE and these Terms of Use and the Privacy Policy) signifies your acceptance of these Terms of Use posted at the time of your access or use. You are and continue to be responsible for regularly reviewing these Terms of Use posted to the LAMMICO Websites. No revision to these Terms of Use (including, without limitation, to the provisions set forth in Section 22) shall apply to a controversy

or claim between you and LAMMICO: (1) for which you give LAMMICO actual written notice of such controversy or claim before the date of any such revision; or (2) for which LAMMICO, on or before the date of any such revision, had actual notice of facts or circumstances which, from a reasonable commercial perspective, readily appear to likely give rise to said controversy or claim.

(b) LAMMICO may, at any time (one or more times), discontinue, retire, replace, modify or otherwise change (or restrict or limit, in any way or manner whatsoever that LAMMICO elects, the availability or continued availability of) any one or more LAMMICO Proprietary Property, as well as any part, item, component, portion, feature or function, of any one or more LAMMICO Proprietary Property. You agree that LAMMICO has no obligation to you whatsoever to continue to provide, support or maintain any one or more LAMMICO Proprietary Property (or any part, item, component, portion, feature or function thereof).

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

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

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

(f) In addition to other rights or licenses that LAMMICO may enjoy as to the collection, access to or use of information or data about you (including, without limitation, your use of or access to the LAMMICO Proprietary

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

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

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

6. Personal Login Information; Database Breach Notice.

A. Certain features and areas of the LAMMICO Websites are Registered Areas. You must keep the Personal Login Information secure and confidential regardless of whether you are required to create an account. Also, if you are provided with a Preset Personal Login Information, you must promptly create a different password before accessing or otherwise using the LAMMICO Website. You represent and warrant that you shall not use for the Personal Login Information a login, password or other like-authentication (or any login, password or other like-authentication similar thereto) that you use for security, privacy or otherwise access, use or operation of any of the following: bank, savings and loan, brokerage, credit card, debit card, IRA, 401K, health savings accounts, mortgage, loan or other financial institution accounts; health or medical records or accounts; PAYPAL or any other payment facility or payment service provider; provided, that you are not prohibited by LAMMICO from using your Personal Login Information for any account that you have with MI.

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



C. In the event that LAMMICO maintains any personally identifiable information or other personal or private information (whether Personal Login Information/Account or any other information) about or concerning you (collectively, "Personal Information"), you agree that, to the extent that LAMMICO is required by law, court order or other governmental authority to provide you with notice regarding a breach of or compromise in (or possible or threatened breach of or compromise in) security or privacy of or as to such Personal Information, LAMMICO may provide you with notice either (and the choice of (1) or (2) as elected by LAMMICO): (1) through the e-mail address you provided to LAMMICO (or that LAMMICO included in any Preset Personal Login Information) upon the creation of the Personal Login Information/Account (or, at the option of LAMMICO, any e-mail address you previously provided to, or subsequently or otherwise provide to, LAMMICO, or its affiliates); or (2) through the LAMMICO Websites (such as, but not required to be, posting a notice in your account (which you understand requires you to login to your account to view such notice) or on any part of the LAMMICO Websites).

**EXCEPT AS STATED IN (AND ONLY AS TO THE LIMITED REMEDY, IF ANY, STATED IN) LAMMICO'S PRIVACY POLICY, YOU AGREE THAT LAMMICO IS NOT REQUIRED BY THESE TERMS OF USE (AND, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU DO HEREBY KNOWINGLY AND WILLINGLY WAIVE (AND FORGIVE, RELINQUISH AND RELEASE LAMMICO AND ITS AFFILIATES FROM) ANY REQUIREMENT OR REMEDY IMPOSED BY LAW, COURT ORDER OR GOVERNMENTAL AUTHORITY) TO PROVIDE YOU WITH NOTICE OF ANY BREACH OF OR COMPROMISE IN (OR POSSIBLE OR THREATENED BREACH OF OR COMPROMISE IN) SECURITY OR PRIVACY OR TO COMPENSATE YOU FOR ANY LOSSES, LIABILITIES OR OTHER DAMAGES DUE TO, OR ARISING FROM, ANY BREACH OF OR COMPROMISE IN (OR POSSIBLE OR THREATENED BREACH OF OR COMPROMISE IN) SECURITY OR PRIVACY (WHETHER AS TO LAMMICO'S DATABASES, THE LAMMICO WEBSITE, ANY OTHER LAMMICO PROPRIETARY PROPERTY OR OTHERWISE) (THE "PRIVACY WAIVER/RELEASE").**

Except as stated in (and only as to the limited remedy, if any, stated in) LAMMICO's Privacy Policy, you further agree that LAMMICO has no obligation whatsoever to notify you of any breach of or compromise in (or possible or threatened breach of or compromise in) security or privacy (whether as to LAMMICO's databases, the LAMMICO Websites, any other LAMMICO Proprietary Property or otherwise) unless, and only to the extent that, LAMMICO, after considering said Privacy Waiver/Release, is required, or remains required, to do so by law.

7. Privacy Policy. Please read LAMMICO's Privacy Policy which is incorporated into and made a part of these Terms of Use.

8. Additional User Obligations.

A. You agree, represent and warrant that you will abide by all applicable local, state, national and international laws and regulations with respect to your access or use of the LAMMICO Websites (as well as in any communications, transactions or interactions with LAMMICO). You will, at all times, provide (and you represent and warrant that all information you provide, or that is provided through use of your Personal Login Information/Account, is) true, accurate, current, authorized, and complete information when submitting information or materials on the LAMMICO Websites, including, without limitation, information required to be provided (or otherwise volunteered or provided by you) through a LAMMICO Website registration form, account setup or any other part of the LAMMICO Websites or of any other LAMMICO Proprietary Property. If any false, inaccurate, deceptive, untrue, incorrect, dishonest, simulated, fake, unauthorized or incomplete information is submitted by you (or through use of your Personal Login Information/Account), LAMMICO, in addition to LAMMICO's other rights and remedies, has and reserves the right: (a) to terminate or suspend your access and use of the LAMMICO Websites; and, (b) to obtain from you (and you shall pay LAMMICO for) all direct or indirect losses, liabilities or other damages caused by or related thereto. You represent and warrant that you will not (and

will not attempt or threaten to) impersonate any Person, whether actual or fictitious, when accessing or using the LAMMICO Websites, and that you will not (and will not attempt or threaten to) defame, libel, slander, threaten, stalk, harass or otherwise harm any (or threaten violence against any) Person (including, without limitation, LAMMICO and its affiliates and their respective directors, officers and employees), through your access or use of the LAMMICO Websites or any other LAMMICO Proprietary Property.

B. No right or license whatsoever is granted by LAMMICO to you to do any of the following: (1) either send, or assist other Persons in sending, numerous unsolicited commercial or other e-mail messages (or other electronic communications) to LAMMICO or its affiliates; or, (2) initiate, cause or support (or assist other Persons in initiating, causing or supporting) any of the following: (a) a denial of service attack on the LAMMICO Websites (or any servers or other networks or computer resources of, or used by, LAMMICO and its affiliates); (b) efforts to make the LAMMICO Websites (or any servers or other networks or computer resources of, or used by, LAMMICO and its affiliates) unavailable or overloaded; (c) or other like disruptive activity on the LAMMICO Websites (or any servers or other networks or computer resources of, or used by, LAMMICO and its affiliates).

All of the above provisions of this Section 8.B are hereby deemed, agreed and understood to be an acknowledgement and agreement by you about that which LAMMICO does not grant to you (and so the above provisions of this Section 8.B above are not affirmative covenants, warrants, representations or agreements by you not to do the things set forth in 8.B.(1) and 8.B.(2) above) except as follows:

To the extent that the LAMMICO CopyR Holder does not suffer any loss or limitation in enforcing any copyrights of the LAMMICO CopyR Holder (or where any such loss or limitation in so enforcing is of a kind or degree that the LAMMICO CopyR Holder is willing to, and has clearly consented in writing to, suffer), you further covenant, warrant, represent and agree that: (A) you shall not do, and shall not induce or encourage others to do (and the General License is conditioned upon you not doing and upon you not inducing or encouraging others to do) any of 8.B.(1) or 8.B.(2) above; and, (B) Your Interests, who are under your supervision, direction or control, shall not do, and shall not induce or encourage others to do (and the General License is conditioned upon you not doing and upon you not inducing or encouraging others to do) any of 8.B.(1) or 8.B.(2) above.

## 9. Proprietary Rights.

The fact that there may be some overlap amongst one or more of the definitions of LAMMICO Marks, LAMMICO Content Item, LAMMICO Designs or LAMMICO Websites does not, in any way whatsoever, limit the definition of LAMMICO Marks, LAMMICO Content Items, LAMMICO Designs or LAMMICO Websites.

To the extent that the LAMMICO CopyR Holder does not suffer any loss or limitation in enforcing any copyrights of the LAMMICO CopyR Holder (or where any such loss or limitation in so enforcing is of a kind or degree that the LAMMICO CopyR Holder is willing to, and has clearly consented in writing to, suffer): (A) you acknowledge for all purposes, agree to and agree to observe and comply with, each of the following (a) through (h) inclusive; (B) you further acknowledge and agree that the General License is conditioned upon you observing and complying with each of the following (a) through (h) inclusive; and, (C) you further acknowledge and agree to not induce or encourage others to do that, which if done by you, would be a violation of your acknowledgement and agreement with respect to each of the following (a) through (h) inclusive).

(a) that the LAMMICO Content Items, and the Intellectual Property Rights thereto, are the property of, and title thereto remains with and is reserved to, LAMMICO and its licensors as well as LAMMICO CopyR Holders;

(b) that the LAMMICO Marks, and the Intellectual Property Rights thereto, are the property of, and title thereto remains with and is reserved to, LAMMICO as well as LAMMICO CopyR Holders;

(c) that the LAMMICO Designs, and the Intellectual Property Rights thereto, are the property of, and title thereto remains with and is reserved to, LAMMICO and its licensors as well as LAMMICO CopyR Holders;

(d) that the LAMMICO Websites, and the Intellectual Property Rights thereto, are the property of, and title thereto remains with and is reserved to, LAMMICO and its licensors as well as LAMMICO CopyR Holders;

(e) that the LAMMICO Proprietary Property, and the Intellectual Property Rights thereto, are protected by law including, but not limited to, United States copyright, trade secret, patent, trademark and other Intellectual Property Rights laws, as well as other state, national and international laws, treaties and regulations;

(f) any act to Modify/Xfer any LAMMICO Proprietary Property by you or through you (including, without limitation, by the use of your Personal Login Information/Account) is strictly prohibited (and, further, constitutes a material breach of these Terms of Use) unless you obtain LAMMICO's Written Consent;

(g) that any use of the LAMMICO Marks without LAMMICO's Written Consent is strictly prohibited and constitutes a material breach of this Agreement; and,

(h) that, in the absence of LAMMICO's Written Consent, you shall not (and you shall not be involved with any other Persons who) alter, delete, remove, erase, obscure, mutilate or conceal any LAMMICO Marks or any copyright, trademark, patent, confidentiality, proprietary or other notices, credits, labels or legends appearing on, in or in association with the LAMMICO Proprietary Property.

#### 10. Responsibility for Use of the Internet and LAMMICO Websites.

A. Use of the Internet and the LAMMICO Website, any other LAMMICO Proprietary Property or the Website Products is solely at your risk and is subject to all applicable local, state, national and international laws and regulations. LAMMICO does not guarantee the confidentiality, privacy or security of any communication or other material transmitted to or from LAMMICO, the LAMMICO Website, any other LAMMICO Proprietary Property or the Website Products over the Internet or other communication network. LAMMICO is not, and shall not be, obligated in any way whatsoever to correct or update the LAMMICO Websites or the LAMMICO Content Items; and, LAMMICO is not, and shall not be, liable for omissions, typographical errors or other errors (or otherwise stale, old, inaccurate, incorrect or incomplete information) which may appear on or in, or be accessible by or through the use of, the LAMMICO Websites, any other LAMMICO Proprietary Property or the Website Products.

**B. EXCEPT AS SET FORTH IN SECTION 16.A, YOU AGREE THAT YOU ARE AND SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSSES AND LIABILITIES (AND YOU ASSUME THE FULL RISK) ARISING FROM YOUR ACCESS OR USE OF THE LAMMICO WEBSITES, THE LAMMICO CONTENT ITEMS OR ANY OTHER WEBSITE PRODUCTS AS WELL AS FROM THE DISCLOSURE, RELIANCE ON OR USE OF ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, INFORMATION IN THE FORM OF (OR OF, ABOUT OR CONCERNING) RESULTS, ANALYSIS, SUGGESTIONS, STUDIES, CLINICAL TRIALS, MONOGRAPHS, ARTICLES, PRESENTATIONS (INCLUDING, WITHOUT LIMITATION, MOTION GRAPHIC PRESENTATIONS), EDUCATION MATERIALS (WHETHER IN TEXT, AUDIO, VIDEO OR AUDIO/VIDEO), TEXT BOOKS, PAPERS, JOURNALS, RECOMMENDATIONS, REFERENCES, TIPS, HINTS, ALERTS (INCLUDING, WITHOUT LIMITATION, RISK ALERTS), ADVICE OR OTHERWISE) WHATSOEVER OBTAINED FROM THE LAMMICO WEBSITE, THE LAMMICO CONTENT ITEMS OR ANY OTHER WEBSITE PRODUCTS.**

11. Professional Advice Disclaimer. The LAMMICO Websites, and other Website Products are provided for informational purposes only and are not, and are not intended as, legal, risk management, insurance, medical, accounting, tax, or other professional advice or other advice whatsoever, or as a substitute for your consulting with your advisors (whether legal, risk management, insurance, medical, accounting, tax, other professional or otherwise). The LAMMICO Websites, and other Website Products do not establish medical standards of care. Standards of care vary depending on the unique presentation of each patient.

**For the avoidance of doubt, the LAMMICO Websites, and other Website Products are not a substitute for the reasonable discretion of skilled and informed clinicians.**

12. Third Party Information.

A. Website/Content Third Party Information, including but not limited to, articles, press clippings, opinions, advice, statements, services, offers or other information made available by third parties (such as, but not limited to, content providers and other users of the LAMMICO Websites) are those of the respective third party and not of LAMMICO or its affiliates. The inclusion of Website/Content Third Party Information on or in the LAMMICO Websites, or any other Website Products is not any, and does not imply any, endorsement, guarantee, sponsorship, promotion, representation, warranty or approval of any kind whatsoever by LAMMICO of the Website/Content Third Party Information or the persons or companies associated with such Website/Content Third Party Information.

B. LAMMICO is not, and shall not be, responsible for (and you assume the full risk of) any loss, liability, claim, fine or damage of any kind whatsoever incurred as a result of, or related to, the presence of such Website/Content Third Party Information on or in the LAMMICO Websites, or your accessing any websites (whether by clicking through such Website/Content Third Party Information or by other access) or your otherwise responding to or following up on such Website/Content Third Party Information.

**C. LAMMICO MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO, AND LAMMICO DOES NOT GUARANTEE, SPONSOR, PROMOTE, APPROVE OR ENDORSE WHATSOEVER, THE WEBSITE/CONTENT THIRD PARTY INFORMATION AND, WITHOUT LIMITING THE GENERALITY OF THE FORGOING, LAMMICO DISCLAIMS ALL MATTERS AS TO THE QUALITY, CONDITION, FEATURES, FUNCTIONS, AVAILABILITY, NON-INFRINGEMENT, ACCURACY, TRUTH, COMPLETENESS, TIMELINESS, CURRENTNESS, STALENESS, SECURITY, PRIVACY, APPLICABILITY, SUITABILITY, USEFULNESS OR RELIABILITY OF SUCH WEBSITE/CONTENT THIRD PARTY INFORMATION OR ANY MATERIALS, INFORMATION (INCLUDING, WITHOUT LIMITATION, INFORMATION IN THE FORM OF (OR OF, ABOUT OR CONCERNING) RESULTS, ANALYSIS, SUGGESTIONS, STUDIES, CLINICAL TRIALS, MONOGRAPHS, ARTICLES, PRESENTATIONS (INCLUDING, WITHOUT LIMITATION, MOTION GRAPHIC PRESENTATIONS), EDUCATION MATERIALS (WHETHER IN TEXT, AUDIO, VIDEO OR AUDIO/VIDEO), TEXT BOOKS, PAPERS, JOURNALS, RECOMMENDATIONS, REFERENCES, TIPS, HINTS, ALERTS (INCLUDING, WITHOUT LIMITATION, RISK ALERTS), ADVICE OR OTHERWISE), GOODS, SERVICES OR PRODUCTS WHATSOEVER REFERENCED IN OR BY THE WEBSITE/CONTENT THIRD PARTY INFORMATION.**

D. You are, and shall be, solely responsible for, and assume the full risk of, any correspondence, communications, purchases or other transactions you have with any person who owns or authors, or who is named or referenced in or by, the Website/Content Third Party Information.

### 13. Advertisers.

A. The inclusion of Third Party Ads on or in the LAMMICO Websites, or any other Website Products is not any, and does not imply any, endorsement, guarantee, sponsorship, promotion, representation, warranty or approval of any kind whatsoever by LAMMICO of the Third Party Ads or any advertised goods, services, information (including, without limitation, information in the form of (or of, about or concerning) results, analysis, suggestions, studies, clinical trials, monographs, articles, presentations, education materials (whether in text, audio, video or audio/video), text books, papers, journals, recommendations, references, tips, hints, advice or otherwise), licenses or other products whatsoever (or any causes, campaigns, websites, content, or other materials or information whatsoever) or the persons or companies associated with such goods, services, information, licenses or other products whatsoever (or any causes, campaigns, websites, content, or other materials or information whatsoever).

B. LAMMICO is not, and shall not be, responsible for (and you assume the full risk of) any loss, liability, claim, fine or damage of any kind whatsoever incurred as a result of, or related to, the presence of such Third Party Ads on the LAMMICO Websites, or any other Website Products, your accessing any websites (whether by clicking through such Third Party Ads or by other access) or your otherwise responding to or following up on such Third Party Ads.

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D. Further, LAMMICO shall not be responsible or liable for the statements or conduct of any third party advertisers appearing on or in said third party advertisers' websites or other materials or appearing on or in the LAMMICO Websites, or any other) Website Products. You are, and shall be, solely responsible for, and assume the full risk of, any correspondence, communications, purchases or other transactions you have with any third party advertisers.

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A. The LAMMICO Websites may provide links (including, without limitation, any link through an on-line banner advertisement) to other websites or areas on the Internet (and whether provided for your convenience or otherwise, the "Linked Websites"). These Linked Websites are maintained by third parties over which LAMMICO exercises no control. The appearance of any such third party links does not serve to, and is not intended to, endorse, sponsor, promote, represent, warrant, guarantee or approve any particular company or goods, services, information (including, without limitation, information in the form of (or of, about or concerning) results, analysis, suggestions, studies, clinical trials, monographs, articles, presentations, education materials (whether in text, audio, video or audio/video), text books, papers, journals, recommendations, references, tips, hints, advice or

otherwise), licenses or other products whatsoever (or any causes, campaigns, websites, content, or other materials or information whatsoever).

B. LAMMICO undertakes no obligation or responsibility whatsoever to you to monitor such Linked Websites/Operators and is not responsible in any way whatsoever for any information contained on or in the Linked Websites/Operators, for the privacy or security policies of the Linked Websites/Operators, for the practices or activities of the Linked Websites/Operators or for any materials or information you may provide to the Linked Websites/Operators.

**C. LAMMICO MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO, AND LAMMICO DOES NOT GUARANTEE, SPONSOR, PROMOTE, APPROVE OR ENDORSE WHATSOEVER, THE LINKED WEBSITES/OPERATORS AND, WITHOUT LIMITING THE GENERALITY OF THE FORGOING, LAMMICO DISCLAIMS ALL MATTERS AS TO THE QUALITY, CONDITION, FEATURES, FUNCTIONS, AVAILABILITY, NON-INFRINGEMENT, ACCURACY, TRUTH, COMPLETENESS, TIMELINESS, CURRENTNESS, STALENESS, SECURITY, PRIVACY, APPLICABILITY, SUITABILITY, USEFULNESS OR RELIABILITY OF THE LINKED WEBSITES/OPERATORS OR ANY MATERIALS, INFORMATION (INCLUDING, WITHOUT LIMITATION, INFORMATION IN THE FORM OF (OR OF, ABOUT OR CONCERNING) RESULTS, ANALYSIS, SUGGESTIONS, STUDIES, CLINICAL TRIALS, MONOGRAPHS, ARTICLES, PRESENTATIONS (INCLUDING, WITHOUT LIMITATION, MOTION GRAPHIC PRESENTATIONS), EDUCATION MATERIALS (WHETHER IN TEXT, AUDIO, VIDEO OR AUDIO/VIDEO), TEXT BOOKS, PAPERS, JOURNALS, RECOMMENDATIONS, REFERENCES, TIPS, HINTS, ALERTS (INCLUDING, WITHOUT LIMITATION, RISK ALERTS), ADVICE OR OTHERWISE), CAUSES, CAMPAIGNS, WEBSITES, CONTENT, GOODS, SERVICES, LICENSES OR PRODUCTS WHATSOEVER REFERENCED IN OR BY SAID LINKED WEBSITE/OPERATORS.**

D. If you decide to access, transact any business with or otherwise communicate with any of the Linked Websites/Operators, you do so entirely at your own and full risk.

#### 15. Links to LAMMICO Website and LAMMICO Content Items.

A. Except as expressly allowed either (x) by LAMMICO's Written Consent, or (y) by a written agreement between you and LAMMICO which has been signed by at least a Divisional Vice President of LAMMICO, links posted by third parties to the LAMMICO Websites and/or LAMMICO Content Items may not use the LAMMICO trademark or logo or other LAMMICO Marks and shall not suggest that LAMMICO promotes or otherwise endorses, promotes, sponsors, represents, warrants, guarantees or approves any third party goods, services, licenses or other products, business relationships, causes, campaigns, websites, content, or information. Any links to any portion of the LAMMICO Websites or LAMMICO Content Items shall be the responsibility of the linking party. LAMMICO reserves the right to require any linking party to disable or remove any link that violates LAMMICO's rights or causes interruption or deterioration of LAMMICO Content Items or otherwise, in the sole good faith view of LAMMICO, damages or threatens to damage LAMMICO, LAMMICO Content Items or the LAMMICO Interests. You may not frame or utilize framing techniques to enclose any LAMMICO Marks and you may not use any meta tags or any other hidden text utilizing the LAMMICO Marks without LAMMICO's Written Consent.

B. Unless otherwise expressly stated in these Terms of Use or you receive LAMMICO's Written Consent, no right or license whatsoever is granted by LAMMICO to you to Mask. "Mask" means to forge or alter any headers, packets, DNS records or routing tables, or in any way whatsoever manipulate any identifiers (or take any action which deceives or causes the deception of another person or computer system) in order to mask, cloak or, disguise or otherwise differently reflect your source or origin, the source or origin of the LAMMICO Websites, the source or origin of any LAMMICO Content Items or the source or origin of anything published, distributed,

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All of the above provisions of this Section 15.B are hereby deemed, agreed and understood to be restrictions and limitations on that which is granted by LAMMICO in the General License (and so the above provisions of this Section 15.B are not affirmative covenants, warrants, representations or agreements by you not to Mask except as follows:

To the extent that the LAMMICO CopyR Holder does not suffer any loss or limitation in enforcing its copyright (or where any such loss or limitation in so enforcing is of a kind or degree that the LAMMICO CopyR Holder is willing to, and has clearly consented in writing to, suffer), you further covenant, warrant, represent and agree that (except as otherwise expressly stated in these Terms of Use or where you receive LAMMICO's Written Consent): (A) you shall not, and shall not induce or encourage others to (and the General License is conditioned upon you not doing and upon you not inducing or encouraging others to) Mask; and, (B) Your Interests, who are under your supervision, direction or control, shall not, and shall not induce or encourage others to (and the General License is conditioned upon you not doing and upon you not inducing or encouraging others to) Mask.

C. Subject to your compliance with all of the terms and conditions of these Terms of Use, you are granted a limited, revocable, personal, non-exclusive, non-transferable license to create a hyperlink to any Linkable Page in the LAMMICO Websites, which license (as well as the General License) is further conditioned upon the following: (1) the link does not portray any of the LAMMICO Interests, or their goods, services, licenses or other products in a false, misleading, derogatory or otherwise offensive manner; and, (2) the link does not use any of the LAMMICO Marks without LAMMICO's Written Consent. For the avoidance of doubt, LAMMICO has and retains sole and complete discretion in deciding which, if any, pages may be deep linked or otherwise linkable; and, LAMMICO may, at any time, one or more times, and without any notice to you whatsoever, change or remove the ability to deep link or otherwise directly navigate to any one or more pages and, if LAMMICO so elects, to redirect you to another page or to fail or otherwise not resolve the link.

## 16. Warranties and Other Matters.

A. Exclusive Limited Remedy. As your sole and exclusive limited remedy for any material defect, material error or other material problem with any LAMMICO Website Products for which you have paid money to LAMMICO and for which LAMMICO is responsible, LAMMICO shall take reasonable commercial steps to repair said LAMMICO Website Product or, in LAMMICO's discretion, provide you with a reasonably equivalent substitute thereof (the "Repair Remedy"); provided, that LAMMICO reserves the right at any time to elect not to provide, or to abort, the Repair Remedy and, in conjunction therewith, to terminate your access to and use of said LAMMICO Website Products or any said substitute thereof and refund the amount of money you actually paid LAMMICO for said Website Product; and, by such termination, you (except as stated in the last paragraph of this Section 16.A) shall have no, and you shall never assert any, other right, remedy, recourse, claim (for damages or otherwise) or other COVERED CLAIMS against the LAMMICO Interests. However, in addition to LAMMICO's rights and defenses under other provisions of these Terms of Use, LAMMICO shall not be obligated or otherwise responsible to provide said Repair Remedy if (1) you have modified, configured or otherwise changed said LAMMICO Website Product without LAMMICO's Written Consent; (2) said LAMMICO Website Product has been misused, abused or damaged in any respect; (3) LAMMICO has not been promptly notified of the existence and nature of such defect, error or other problem upon its discovery; (4) you, or those affiliated with you, have used said LAMMICO Website Product beyond the scope of the license, or in violation of other restrictions, either in these Terms of Use or other

terms and conditions associated with said LAMMICO Website Product; (5) these Terms of Use are terminated or notice to terminate has been given; or, (6) within 90 days of the date you paid money to LAMMICO for the LAMMICO Website Product, you have not given notice under Section 20.D to LAMMICO of your claim to said Repair Remedy for said LAMMICO Website Product.

**FOR THE AVOIDANCE OF DOUBT, EXCEPT AS SET FORTH IN THIS SECTION 16.A, LAMMICO: (1) NEITHER MAKES NOR GIVES ANY OTHER WARRANTY WHATSOEVER AS TO THE LAMMICO WEBSITE PRODUCTS OR THE USE THEREOF; AND, (2) AS TO OTHER WEBSITE PRODUCTS OR THE USE THEREOF, NEITHER MAKES NOR GIVES ANY WARRANTY WHATSOEVER.**

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**EXCEPT AS SET FORTH IN SECTION 16.A, ALL OF THE LAMMICO WEBSITES, LAMMICO CONTENT ITEMS AND OTHER WEBSITE PRODUCTS, WHERE AND WHEN ACCESSED, USED OR OTHERWISE PROVIDED, ARE ACCESSIBLE, USEABLE AND OTHERWISE PROVIDED "AS IS" AND "AS AVAILABLE." EXCEPT AS SET FORTH IN SECTION 16.A, IF YOU BROWSE, NAVIGATE, SEARCH, DOWNLOAD, COPY, DISTRIBUTE, DISPLAY, PREPARE DERIVATIVE WORKS OF, ADAPT OR OTHERWISE ACCESS OR USE THE LAMMICO WEBSITE, LAMMICO CONTENT ITEMS OR OTHER WEBSITE PRODUCTS, YOU DO SO AT YOUR OWN DISCRETION AND FULL RISK.**

**EXCEPT AS SET FORTH IN SECTION 16.A, LAMMICO DOES NOT GIVE, MAKE OR PROVIDE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND WHATSOEVER.**

**NONE OF THE OTHER LAMMICO INTERESTS HAVE ANY AUTHORITY OR RIGHT WHATSOEVER TO GIVE, MAKE OR PROVIDE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND WHATSOEVER (AND YOU HAVE ABSOLUTELY NO RIGHT OR CLAIM WHATSOEVER TO RELY ON ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND WHATSOEVER GIVEN, MADE OR PROVIDED BY ANY OF THE OTHER LAMMICO INTERESTS) ABOUT OR CONCERNING LAMMICO, THE LAMMICO WEBSITES (OR THE USE THEREOF) OR THE WEBSITE PRODUCTS (OR THE USE THEREOF).**

**WITHOUT LIMITING THE GENERALITY OF THE FORGOING, LAMMICO (EXCEPT AS SET FORTH IN SECTION 16.A) HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND WHATSOEVER AS TO THE FOLLOWING (AND YOU HAVE ABSOLUTELY NO RIGHT OR CLAIM WHATSOEVER TO RELY ON ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND WHATSOEVER GIVEN, MADE OR PROVIDED BY ANY OF THE OTHER LAMMICO INTERESTS AS TO THE FOLLOWING):**

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

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

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

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

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

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

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

**(ix) (EXCEPT AS STATED IN (AND ONLY AS TO THE LIMITED REMEDY, IF ANY, STATED IN) LAMMICO'S PRIVACY POLICY) ABOUT OR CONCERNING THE PRESERVATION, STORAGE, ARCHIVING, BACKUP, PROTECTION, PRIVACY OR SECURITY OF ANY INFORMATION, DATA OR ANY DATABASE;**

**(x) (EXCEPT AS STATED IN (AND ONLY AS TO THE LIMITED REMEDY, IF ANY, STATED IN) LAMMICO'S PRIVACY POLICY) THE AVOIDANCE OF OR PROTECTION AGAINST ANY: LOSS OF, CORRUPTION TO, ALTERATION OF, DESTRUCTION OF, DAMAGE TO, DISCLOSURE OF, ACCESS TO OR BREACH OF OR COMPROMISE IN (OR POSSIBLE OR THREATENED BREACH OF OR COMPROMISE IN) SECURITY OR PRIVACY AS TO ANY INFORMATION, DATA OR ANY DATABASE.**

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

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

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

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

## **17. LIMITATIONS OF LIABILITY.**

### **A. DEFINITIONS**

THE TERM "COVERED CLAIMS" MEANS ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTIONS, SUITS, ARBITRATIONS, INJUNCTIONS, PROCEEDINGS, INVESTIGATIONS, LIABILITIES (INCLUDING, WITHOUT LIMITATION, LIABILITIES FOR OR RELATED TO MEDICAL MALPRACTICE, NEGLIGENCE, FAULT, ERROR OR OMISSION), OBLIGATIONS, LOSSES, DAMAGES (WHETHER COMPENSATORY, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, STATUTORY, RELIANCE, SPECIAL, ENHANCED, EXEMPLARY, PUNITIVE, WILLFUL, BAD FAITH OR OTHERWISE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY OF THE FOLLOWING: LOSS OF PROFITS, REVENUE, PATRONAGE OR BUSINESS; DELAY DAMAGES; DAMAGE TO REPUTATION; LOSS OF GOODWILL; LOSS OR SUSPENSION OF (OR FAILURE TO OBTAIN, ACHIEVE OR MAINTAIN) CREDENTIALS, ACCREDITATIONS, CERTIFICATIONS, CREDITS, LICENSURE, PROFESSIONAL LICENSES, MEDICAL PRIVILEGES OR

OTHER PRIVILEGES WHATSOEVER; REPRIMAND; CENSURE; LOSS OF, DESTRUCTION OF, ALTERATION OF, DISCLOSURE OF OR CORRUPTION TO INFORMATION, DATA OR ANY DATABASE)), FINES, PENALTIES, ASSESSMENTS, JUDGMENTS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, INVESTIGATORY FEES, CONSULTANT FEES AND EXPERT FEES) OF ANY KIND OR CHARACTER (INCLUDING, WITHOUT LIMITATION, WHETHER SOUNDING IN, IN THE NATURE OF OR OTHERWISE ARISING IN, UNDER OR BY CONTRACT, QUASI-CONTRACT, SUBROGATION, NEGLIGENCE, FAULT, TORT, STATUTE, STRICT LIABILITY OR OTHERWISE).

**B. CAP ON DAMAGES.** IN ADDITION TO (AND THUS NOT IN LIMITATION OF) LAMMICO'S OTHER RIGHTS, REMEDIES AND DEFENSES IN THESE TERMS OF USE (BUT SUBJECT TO THE LAST PARAGRAPH OF THIS SECTION 17.B) AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE CUMULATIVE LIABILITY OF THE LAMMICO INTERESTS FOR ALL COVERED CLAIMS (AND WHETHER BROUGHT OR SUFFERED BY OR AGAINST YOU, YOUR EMPLOYER, YOUR PATIENT, YOUR CLIENT, YOUR CUSTOMER, OR OTHER THIRD PARTIES) WHATSOEVER CAUSED BY, DUE TO, BASED ON, RESULTING FROM, ARISING OUT OF, CONNECTED WITH, ORIGINATING WITH, ASSOCIATED WITH, INCIDENT TO, ATTRIBUTABLE TO, CONCERNING OR RELATED TO THE LAMMICO WEBSITES (OR THE USE THEREOF), THE LAMMICO CONTENT ITEMS (OR THE USE THEREOF), THE LAMMICO PROPRIETARY PROPERTY (OR THE USE THEREOF) OR THE WEBSITE PRODUCTS (OR THE USE THEREOF) (COLLECTIVELY, "YOUR CLAIMS") SHALL NOT EXCEED (AS DEFINED NEXT) THE LIABILITY CAP. THE TERM "LIABILITY CAP" MEANS THE GREATER OF EITHER: (1) THE AMOUNT OF MONIES THAT YOU ACTUALLY PAID, IF ANY, TO LAMMICO TO PURCHASE OR LICENSE ANY WEBSITE PRODUCT DURING THE THEN LAST TWENTY FOUR (24) MONTHS MEASURED FROM THE TIME THAT YOU FORMALLY ASSERT YOUR CLAIMS AGAINST LAMMICO, WHERE SAID AMOUNT EXPRESSLY EXCLUDES THE FULL AMOUNT OF ANY INSURANCE PREMIUMS PAID TO LAMMICO (OR TO ANY AGENT OR BROKER OF LAMMICO); OR, (2) FIVE HUNDRED (\$500.00) U.S. DOLLARS. THIS LIMIT IS CUMULATIVE AND ALL PAYMENTS (INCLUDING, WITHOUT LIMITATION, ANY AND ALL PAYMENTS TO YOU, YOUR EMPLOYERS, YOUR PATIENTS, OR OTHER THIRD PARTIES) BY LAMMICO ARE AGGREGATED TO CALCULATE SATISFACTION OF THE LIABILITY CAP. THE EXISTENCE OF MULTIPLE CLAIMS, LOSSES, LIABILITIES, FINES, DAMAGES OR OTHER COVERED CLAIMS WHATSOEVER DOES NOT ENLARGE THE LIABILITY CAP IN ANY WAY OR MANNER WHATSOEVER.

NOTHING IN THIS SECTION 17.B SHALL AFFECT YOUR RIGHT FOR INDEMNITY AND DEFENSE UNDER ANY INSURANCE CONTRACT THAT YOU MAY HAVE WITH LAMMICO.

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

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

**WITH, INCIDENT TO, ATTRIBUTABLE TO, AS A RESULT OF, ORIGINATING WITH, CONCERNING OR ARISING FROM OR OUT OF ANY ONE OR MORE OF THE FOLLOWING:**

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

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

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

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

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

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

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

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

**(ix) ANY THIRD PARTY MATERIALS, INFORMATION (INCLUDING, WITHOUT LIMITATION, INFORMATION IN THE FORM OF (OR OF, ABOUT OR CONCERNING) RESULTS, ANALYSIS, SUGGESTIONS, STUDIES, CLINICAL TRIALS, MONOGRAPHS, ARTICLES, PRESENTATIONS (INCLUDING, WITHOUT LIMITATION, MOTION GRAPHIC PRESENTATIONS), EDUCATION MATERIALS (WHETHER IN TEXT, AUDIO, VIDEO OR AUDIO/VIDEO), TEXT BOOKS, PAPERS, JOURNALS, RECOMMENDATIONS, REFERENCES, TIPS, HINTS, ALERTS (INCLUDING, WITHOUT LIMITATION, RISK ALERTS), ADVICE OR OTHERWISE), PRODUCTS, CONTENT AND SERVICES CONTAINED IN OR**

**ON, OR ACCESSED BY OR THROUGH, THE LAMMICO WEBSITE (OR THE USE THEREOF), OTHER LAMMICO PROPRIETARY PROPERTY (OR THE USE THEREOF) OR THE WEBSITE PRODUCTS (OR THE USE THEREOF);**

**(x) ANY BUG, VIRUS, TROJAN HORSE, WORM, TRAP DOOR, BACK DOOR, TIMER, CLOCK, OR OTHER LIMITING, COMPROMISING, DISRUPTING, DISABLING OR SABOTEUR ROUTINE, INSTRUCTION, SOFTWARE, CODE, APPLLET, WIDGET, MALWARE, DEVICES, MEANS OR DESIGN OR THE LIKE, WHICH MAY BE TRANSMITTED, PROPAGATED OR OTHERWISE DELIVERED IN, BY, TO OR THROUGH THE LAMMICO WEBSITES (OR THE USE THEREOF), ANY OTHER LAMMICO PROPRIETARY PROPERTY (OR THE USE THEREOF) OR THE WEBSITE PRODUCTS (OR THE USE THEREOF);**

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

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

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

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

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

**NOTHING IN THIS SECTION 17.C SHALL AFFECT YOUR RIGHT FOR INDEMNITY AND DEFENSE UNDER ANY INSURANCE CONTRACT THAT YOU MAY HAVE WITH LAMMICO.**

18. Exclusions permitted by law. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY

NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, WHERE, AND ONLY IN THOSE CIRCUMSTANCES WHERE, THE LAW OF SUCH JURISDICTIONS MUST BE APPLIED TO THESE TERMS OF USE, ONLY THE ABOVE LIMITATIONS IN SECTIONS 16 AND 17 WHICH ARE LAWFUL IN SAID JURISDICTION WILL APPLY TO YOU AND LAMMICO'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF SAID JURISDICTION.

19. Indemnification.

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

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

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

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

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

(d) that there is or has been a use, or misuse, of any information or data of or about (or any database housing, storing or otherwise containing any information or data of or about) you or Your Interests (including, without limitation, by those other Persons to whom you or Your Interests have delivered, disclosed or otherwise allowed or permitted access to any information or data of or about (or any database housing, storing or otherwise containing any information or data of or about) you or Your Interests);

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

(f) that you have either: (1) violated, or otherwise failed to comply with or satisfy, any law, rule, regulation or court order or judgment; or, (2) breached or otherwise failed to fully and faithfully perform, observe or satisfy any agreement, covenant, representation, warranty, promise or other obligation, commitment or undertaking made or given by you to any of Your Interests; or,

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

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

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

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

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

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

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

## 20. Termination and Notice.

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

B. Upon thirty (30) days prior notice to you, LAMMICO has and reserves the right to (at any time, one or more times) deny you, or bar, restrict, limit or suspend your, access to or use of the LAMMICO Websites (or any portion thereof), other LAMMICO Proprietary Property (or any portion thereof) or the Website Products (or any portion

thereof) or to terminate (subject to the survivals set forth in Section 21) the General License or these Terms of Use with you.

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

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

Mrs. Karen Nugent  
Divisional Vice President  
LAMMICO  
One Galleria Boulevard, Suite 700  
Metairie, Louisiana 70001

with a copy to:  
Mrs. Joan Burmaster  
General Counsel  
LAMMICO  
One Galleria Boulevard, Suite 700  
Metairie, Louisiana 70001

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

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

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

22. Arbitration; Venue. Any claim, dispute, or controversy arising out of, relating to, or in connection with, directly or indirectly, the LAMMICO Websites, any other of the LAMMICO Proprietary Property, the Website Products or these Terms of Use, or the performance, enforcement, breach, termination, expiration, dissolution, rescission, revocation, voiding, nullifying, end, validity or interpretation thereof or any provision thereof



(collectively, "Arbitration Claims"; and, for the avoidance of doubt, "Arbitration Claims" include, without limitation, any claim, dispute, or controversy arising out of, relating to, or in connection with, directly or indirectly, the interpretation, settlement and resolution of the scope of these arbitration provisions) shall be settled by binding, nonappealable arbitration in accordance with the Commercial Rules of the American Arbitration Association (the "Commercial Rules") except as modified below with respect to Consented Discovery (the Commercial Rules as so modified the "Modified Commercial Rules") and, to the extent not inconsistent therewith, the Federal Arbitration Act (9 USC §§ 1 et seq.); provided, that the arbitrators shall have no less than the powers granted to arbitrators under the Federal Arbitration Act except as such powers are expressly limited by this Section 22. Arbitration Claims shall be brought solely by you as an individual and not as part of, or as a representative of, a class; and, likewise, Arbitration Claims shall be brought by LAMMICO for itself and not as part of, or as a representative of, a class. The arbitration shall be held in Metairie, Louisiana. Judgment by the arbitration panel may be entered by any court having jurisdiction thereof. The arbitration panel shall be composed of three arbitrators as follows: (1) an attorney with at least ten (10) years experience in representing one or more companies in their licensing of educational or software content; (2) a present or former executive officer of an insurance company for at least eight (8) years; and (3) the other arbitrator shall be a business person (whether or not a lawyer) with at least ten (10) years experience in the business of developing or selling online professional education materials or in the business of hosting websites. The arbitration shall be conducted as an Old Style Arbitration except with any discovery mutually agreed upon, if any, by you and LAMMICO (the "Consented Discovery"). The term "Old Style Arbitration" means no discovery (so, no depositions, no interrogatories, no inspections and no document production) may be ordered by the arbitrator except that, not later than fifteen (15) days prior to the hearing, a party (the "Producing Party") shall deliver to the other party: (A) documents that the Producing Party intends to, or may, use at the hearing (except for documents used solely for impeachment); and, (B) a witness list (and identifying those that will be called by the Producing Party and those that may be called by the Producing Party) together with a reasonable identification of the topic(s) upon which the witness, if called, is expected to testify. Except where good cause is shown to the arbitrator and the arbitrator, after balancing any prejudice or increased costs of, or delay in the arbitration with such good cause, allows a document not timely exchanged under (A), or a witness not timely identified under (B), to be used at the hearing, all documents and witnesses not timely identified under (A) and (B) respectively shall not be allowed at the hearing. As to compelling discovery from a third party (which, for the avoidance of doubt, must first be Consented Discovery), you or LAMMICO may, if available, take advantage of, and initiate and resort to the use of, any federal or state court jurisdiction or power but solely for and limited to the purpose of obtaining such Consented Discovery and thus not for any other purpose. The arbitrator is empowered to order Consented Discovery. Except as aforesaid, only the Modified Commercial Rules, and not the federal or state law of any jurisdiction in which the arbitration is pending (and also not the federal or state law of any other state), shall govern discovery matters. The arbitrators' award shall be final, binding and nonappealable. The arbitrators' award shall be a "simple" award (which may, but need not, contain orders to perform, do or not do anything) and so shall not have any written reasons or findings of fact. The Twenty-Fourth Judicial District Court of the State of Louisiana as well as the United States District Court for the Eastern District of Louisiana (the "Preferred Courts") shall have: (i) exclusive jurisdiction and venue over any action by a party hereto against the other party to nullify, vacate, set aside, revoke, challenge or otherwise contest the arbitrators' award; and, otherwise shall have nonexclusive jurisdiction and venue over any action concerning the enforcement of an arbitration award, or (ii) if, in the unlikely event, arbitration is not permitted by law, then exclusive jurisdiction and venue over all Arbitration Claims which are not permitted to be arbitrated. Each party unconditionally and irrevocably submits to the jurisdiction and venue of the Preferred Courts and neither party will object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. **YOU AND LAMMICO IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING FOR, ARISING OUT OF OR RELATED TO ANY AND ALL ARBITRATION CLAIMS.** Except for remedies expressly provided for in these Terms of Use, the arbitration panel shall neither be empowered to award damages in excess of actual damages nor to award

punitive damages. Subject to the above, the arbitrators shall have the authority to require specific performance or impose other equitable relief hereunder, as well as imposing money damages and awards of attorneys' fees to the prevailing party. The arbitrators shall not use, and this Section 22 hereby expressly negates, *amiable compositeur*, *ex aequo et bono*, and "natural justice and equity."

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

Neither you nor LAMMICO consents or agrees to any arbitration on a class or representative basis; and, the arbitrators shall have no authority to proceed with an arbitration on a class or representative basis. Except as noted below, no arbitration will be joined or consolidated with any other arbitration proceeding without the consent of all parties. Any dispute, claim or controversy as to the enforceability of these arbitration provisions restricting any right to participate in or pursue a class action or classwide arbitration shall be brought in the arbitration; however, without in any way divesting the arbitrators of the authority and power to decide such question (and without in any way limiting the authority and power of the arbitrators to decide such question), if a party nevertheless seeks to challenge or otherwise contest the authority and power of the arbitrators to decide such question (and expressly noting that these arbitration provisions do not grant or reserve the right of a party to do so), said party shall bring such challenge only in the Preferred Courts.

You hereby irrevocably consent to any action LAMMICO takes to join in an arbitration governed by this Section 22 (or to consolidate in an arbitration governed by this Section 22 LAMMICO's arbitration with): LAMMICO's affiliates (including, without limitation, MI); provided, that, for the avoidance of doubt, LAMMICO has no obligation whatsoever to join any one or more of such other parties in an arbitration governed by this Section 22 or to consolidate in an arbitration governed by this Section 22 any other arbitrations involving LAMMICO.

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

24. Waiver and Severability. The failure of, or delay by, LAMMICO to exercise or enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision. LAMMICO, by mere lapse of time, without giving notice or taking other action hereunder, shall not be deemed to have waived any breach by you of any of the provisions of these Terms of Use. Further, LAMMICO's waiver of a particular breach of these Terms of Use by you shall not be construed as, or constitute, a continuing waiver of such breach or of other breaches of the same or other provisions of these Terms of Use. If any provision of these Terms of Use is found by a court of competent jurisdiction or arbitrator(s) to be invalid, illegal, or unenforceable, such provision shall be enforced to

the fullest extent of the law or, if such is not possible or permitted, then stricken (bearing in mind that the least amount of striking as required to make such provision valid, legal and enforceable is to be done); and, all other provisions shall remain in full force and effect. To the extent that said court or arbitrator(s) has the power to reform and conform any provision, said court or arbitrator(s) is hereby authorized and directed, having found said provision invalid, illegal or unenforceable, to reform and conform said provision to make it valid, legal and enforceable and as close as possible to the spirit and intent of said provision.

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

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

27. Use of LAMMICO Websites and LAMMICO Proprietary Property/Website Products outside of the United States.

**LAMMICO NEITHER MAKES NOR GIVES ANY REPRESENTATIONS OR WARRANTIES REGARDING ACCESS OR USE OF THE LAMMICO WEBSITES OR ANY OTHER LAMMICO PROPRIETARY PROPERTY/WEBSITE PRODUCTS OUTSIDE OF THE UNITED STATES. IF YOU USE OR ACCESS THE LAMMICO WEBSITES OR THE LAMMICO PROPRIETARY PROPERTY/WEBSITE PRODUCTS OUTSIDE OF THE UNITED STATES, YOU DO SO AT YOUR OWN FULL RISK AND ARE RESPONSIBLE FOR COMPLIANCE WITH THE LAWS AND REGULATIONS OF YOUR JURISDICTION AS WELL AS THESE TERMS OF USE.**

28. Interpretation. These Terms of Use adopt a practice of using parenthetical expressions to clarify or otherwise express its intent; and, all parenthetical expressions used herein are a part of these Terms of Use and are to be enforced the same as any other forms of expression in these Terms of Use. These Terms of Use shall be construed and interpreted liberally in favor of LAMMICO. The textual headings are for reference or convenience only purposes and are not, and shall not, have any legal or contractual effect or otherwise and are not, and shall not, otherwise be considered a part of these Terms of Use. A term defined in any paragraph, section or other part of

these Terms of Use, including, without limitation, all definitions contained in the “Definitions” section preceding Section 1, (the “Defining Section”) where used in another paragraph, section or other part of these Terms of Use (regardless of whether the term is presented in all capital letters or with leading capital letters) adopts the definition of such term from the Defining Section.

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

*The TERMS and CONDITIONS OF USE was last revised on July 10, 2015 and may be modified or altered at any time. Please check this page periodically for updates.*

## PRIVACY POLICY

### LAMMICO WEBSITES

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

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

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

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

#### **What Information We Collect:**

The types of information that may be gathered by us in connection with your use of this website includes information such as your name, address, email address, insurance policy number, employer identity, information about your training, credentials, and license status and other information. We may also collect information regarding your use of educational or informational materials or services, including the courses or materials you have viewed or purchased. If you make a purchase via this website, information about the financial transaction may be collected. We do not store credit card information.

For each visitor to our website, we may collect or track (in addition to the information mentioned above) non-personal information such as, but not limited to, referring domain name, IP address, and browser type. An IP address is a number automatically assigned to your computer by your Internet service provider. Each time you use the website and each time you request one of our pages, our server logs your IP address. This type of information is collected for such purposes as system administration and to audit the use of the website.

We may also collect or track other personal information to the extent not in violation of any applicable law.

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

We do not collect information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) via our website. LAMMICO and its insureds have a "Business Associate Agreement," or "BAA" to keep protected health information confidential as required by HIPAA. If you require a copy of the BAA, it can be obtained through the LAMMICO website. This BAA does not change your insurance coverage.

#### **How We Collect Information:**

Our website collects information, such as information provided by you, and monitors website activity, such as described in our Cookies and Other Tracking Technologies section below. We also track your usage of our website when you interact with email or other electronic communication. All of this information may be used or disclosed for various purposes (for example, but not limited to, the following: to monitor aggregate activity and trends, to improve site content, to comply with any laws, treaties, rules or regulations and to achieve our other business purposes). We may use and disclose information to third parties, as outlined in the Sharing of Information section below, except to the extent such use or disclosure clearly violates applicable law. The information we collect is not sold to marketing vendors, direct mail entities or email list services.

#### **Cookies and Other Tracking Technologies:**

LAMMICO and our analytics providers, such as Google Analytics, use technologies such as cookies, beacons, tags, and scripts, to collect information and to analyze website user activity. We may receive reports based on the use of these technologies. Third parties with whom we partner to provide certain features on our website may collect non-personally identifiable information to deliver targeted advertising on other websites you may visit. We do not sell space on our website to advertisers. We reserve the right, to the extent not prohibited by applicable law, to use and disclose the information we gather through the use of tracking technologies. Most browsers automatically accept cookies by default. Users can control the use of cookies at the individual browser level. If you reject cookies, you may still use our website, but your ability to use some features or areas of our website may be limited.

#### **Protecting Personal Information:**

We strive to maintain electronic and procedural safeguards in order to comply with federal and state regulations to guard nonpublic personal information. Although we generally believe that we have reasonable procedures and technologies in place which strive to protect against unauthorized disclosure of nonpublic personal information, we cannot, and do not, guarantee that information posted on, collected by or transmitted to, from, through or for this website will remain confidential or private at all times. We offer no assurances whatsoever that our controls and techniques will prevent unauthorized disclosures or breaches of, or compromises, in security.

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

#### **Sharing of Information:**

We do not sell your nonpublic personal information to third parties. We may share information with our affiliated companies and others, such as Volume License Purchasers, auditors, insurers, reinsurers, producers, brokers, insurance agents or business consultants or other third parties with whom we may, from time to time, do business. We may disclose information about our website users to these parties in connection with their services or in connection with conducting our business or their business. For example, producers, insurance agents, and brokers who market and sell our products may have access to the certificates of insurance and may have access to

such other information as we view as necessary or convenient in conducting our business. Entities that do credentialing may also have access to certificates of insurance. Other persons, such as your office manager or risk manager may have access to your certificates of insurance.

We may also disclose your use of, and other information about, educational and informational services for the purpose of reporting it to continuing education, certification, licensing, and other healthcare regulating entities and to Volume License Purchasers and those who have purchased education or other services on your behalf.

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

From time to time, we may retain third parties to perform various support services for us or provide consulting or other services to us or for our website users including, but not limited to, our website designer and information technology support technicians.

#### **Hypertext Links:**

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

Third party sites hyperlinked from the website may contain cookies that are collected by the third party site owner. These cookies are beyond our control.

We do not accept, and we do disclaim, any responsibility or liability, whether civil, criminal or otherwise, for damages, losses, fines, injuries, demands, actions or other claims resulting from the use of or reliance on information located on any linked sites or resulting, in any way, from the content of such sites.

#### **Other Information:**

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

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

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

- 1) Send us an email at [news@lammico.com](mailto:news@lammico.com), or
- 2) Write us at  
General Counsel  
One Galleria Blvd. Suite 700  
Metairie, LA 70001.

*This Privacy Policy was last revised on April 6, 2016 and may be modified or altered at any time by posting a new version on the website. We will also post a notice on the website when the Privacy Policy is changed. Please check this page periodically for updates.*