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These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. Your acceptance of this limitation of liability is an essential term of this agreement and the parties acknowledge that Medplusrx.health would not grant access to the Site and/or Services without your agreement to this term. If you are a California resident, you waive your rights concerning California Civil Code section 1542, which says “a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.” BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

11. Indemnification

You hereby agree to hold harmless, defend and indemnify us, our principals, owners, members, participants, Providers, employees, contractors, officers, directors, managers, agents, parents, other affiliated companies, suppliers, successors, and assigns from all liabilities, claims, demands and expenses, including attorney's fees, that arise from or are related to (a) your access to the Site, (b) your use of the Services, (c) the violation of these Terms of Use, or of any intellectual property or another right of any person or entity, by you or any third party using your Credentials, or (d) any other act or omission of any third party. The foregoing indemnification obligation does not apply to liabilities, claims and expenses arising as a result of our own gross negligence or intentional misconduct.

12. Termination

Upon any violation by You or someone using your Credentials of the terms and conditions of this Agreement or other related policies, we may terminate and/or suspend your registration immediately, with or without notice. We may also cancel or suspend your registration for any other reason, including inactivity for an extended period. Medplusrx.health shall not be liable to you or any third party for any termination of your access to the Site and/or Services. You agree not to attempt to use the Site and/or Services after any such deletion, deactivation or termination (provided, in the case of deactivation due exclusively to your inactivity, you may re-register). Sections 2, 3, 4, 8, 9, 11, 12, 14 through 16 shall survive any termination or expiration of this Agreement.

13. Entire Agreement

These Terms of Use and any supplemental terms, policies, rules and guidelines posted on the Site and/or Services, including the Privacy Policy, constitute the entire agreement between you and us and supersede all previous written or oral agreements with respect to the subject matter hereof. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of Medplusrx.health to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

Your accessing of the Site and/or Services indicates your understanding, agreement and consent to, and acceptance, of the Terms of Use contained herein, including the Privacy Policy.

14. Choice of Law and Dispute Resolution

In the event of a dispute under this Agreement, said dispute shall be submitted to an arbitrator and conducted in Orange County, California, except to the extent that injunctive relief is sought. The appointment of the arbitrator and the arbitration process shall be governed by the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association then in effect. Except as otherwise stated herein, the arbitrator may award attorneys' fees and costs to the prevailing party. The parties shall share the costs of the arbitrator equally between them. Each party shall bear its own expenses of preparation for and participation in arbitration. The statute of limitations applicable to any claim shall be determined as if such claim were being asserted in the State of California, and such statute of limitations shall apply to preclude arbitration of any claim hereunder not brought within the applicable limitation period. Notwithstanding anything herein to the contrary, the Parties reserve the right to proceed at any time in any court having jurisdiction or by self-help to exercise or prosecute the following remedies, as applicable: (i) a preliminary injunction or temporary restraining order to preserve the status quo or to enforce a party's rights under any provision set forth in this Agreement and (ii) when applicable, a judgment by confession of judgment. Preservation of these remedies does not limit the power of the arbitrator to grant similar remedies that may be requested by a party in a dispute. The agreement to arbitrate set forth in this Section may only be enforced by the parties to this Agreement and their permitted successors and assigns, shall survive the termination, expiration or breach of this Agreement, and shall be construed pursuant to and governed by the provisions of the Federal Arbitration Act, 9 U.S.C. §1, et seq.

15. Assignment

This Agreement may not be assigned by You without the written consent of Medplusrx.health. Medplusrx.health shall have a right to assign this Agreement in connection with a transfer of all or substantially all of Medplusrx.health's business, whether by sale, merger or otherwise. You specifically agree that Medplusrx.health shall have the right to perform its obligations hereunder through any affiliate without Your consent.

16. Eligibility

You must be 18 years of age or over, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, to register with us or use the Site and/or Services and the Services. If you are between the ages of 13 and 18 or the applicable legal age in your jurisdiction, you can use the Site and/or Services or Services only in conjunction with, and under the supervision of, your parent or guardian who has agreed to the Terms of Use. If you are under the age of 13, you may not use the Site and/or Services or Services, in compliance with the Children's Online Privacy Protection Act. If you are the parent or legal guardian of a child under the age of 18, you may use the Site or Services on behalf of such minor child. By

using the Site or Services on behalf of a minor child, you represent and warrant that you are the parent or legal guardian of such child and that all references in these Terms of Use to “you” shall refer to such child or such other individual for whom you have authorization to enter into these Terms of Use on their behalf, and you in your capacity as the parent or legal guardian of such child or as the authorized party of such individual. If you do not qualify under these terms, do not use the Site and/or Services. Membership in the Services is void where prohibited by applicable law, and the right to access the Site and/or Services is revoked in such jurisdictions. By using the Site and/or the Services, you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Use and to abide by all of the terms and conditions set forth herein. The Site and/or Services is administered in the U.S. and intended for U.S. users; any use outside of the U.S. is at the users own risk and users are responsible for compliance with any local laws applicable to their use of the Services or the Site.

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