

**DifferentialDiagnosis.net**  
**Terms & Conditions**

This Agreement (“Agreement”) and the policies referred to herein contain the terms and conditions that govern your use of the Internet Website and services located at <http://www.DifferentialDiagnosis.net> (the “Website”) owned, operated, licensed, or controlled by Differential Diagnosis, LLC (“Company”).

**PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT GOVERNS YOUR USE OF COMPANY’S WEBSITE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT OR ANY REVISED VERSION OF THIS AGREEMENT, PLEASE DO NOT USE THIS WEBSITE.**

**BEFORE ACCEPTING THIS AGREEMENT, PLEASE BE ADVISED:**

- A. This Agreement contains a binding Arbitration provision (Section 6);**
- B. This Agreement contains a Class Action Waiver (Section 6.3); and**
- C. This Agreement limits Company’s liability and your remedies (Section 15).**

**1. ACCEPTANCE.**

**By using the Website, or registering with the Website, you agree to be bound by this Agreement.** Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of this Agreement at any time effective immediately upon notice. If you are a registered user, Company will notify you of any changes at the email address you provided during registration. Notice shall also appear on the Website. Please check this Agreement periodically for changes. Continued use of the Website following the posting of changes to this Agreement will mean you have read and accept such changes. **You separately acknowledge, agree, represent and warrant that any information provided by you to Company is true, accurate, correct, complete and that this representation is an essential and material provision of this Agreement.**

**2. SERVICES.**

2.1 Description of the Service. Company provides an interactive Internet website with prepared lecture notes, slides, and pre-packaged study materials which includes, without limitation, both printed content, audio content and audio/video content (collectively, “Course Materials”), interactive learning tools, and resources (“Service”) for medical board examination preparation to registered subscribers of the Service (“Students”). The Service enables registered Students to access a collection of web-based resources, including without limitation various communications tools, forums, search services, personalized content and user-generated content. Any reference to the Service herein shall include the Website. You acknowledge and agree that the Service may include certain communications from Company, such as service announcements, billing, and administrative messages and, that these communications are considered part of your membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, shall be subject to the Agreement. You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). In addition, you must provide and are responsible for all equipment necessary to access the Service.

**2.2 For Educational Purposes Only.** Company provides information about the general principles of USMLE basic science exam, clinical knowledge exam, practice based course for physician assistant, Medicine residents and internal medicine board exam and its associated disciplines and is not intended as a working guide to patient care, drug administration or treatment. Medicine is a constantly evolving field and changes in practice regularly occur. All Printed and/or Course Materials is for educational and/or learning use only. Company is not responsible for the use of any knowledge, information or facts gained from the Printed and/or Course Materials in the practice of medicine, medical research or any and all related medical or science applications. In addition, while Course Materials available on the Website may be useful for medical coursework examinations and qualifying examinations such as the USMLE™, Internal Medicine board exam, you understand that Company is not affiliated with, endorsed by, or approved by, USMLE™, PHYSICIAN ASSISTANT OR INTERNAL MEDICINE BOARD, and does not (directly or by implication) make any guarantees that the information provided will be tested on these examinations, and does not guarantee any results of students who take such examinations.

**2.3 No Medical Advice.** The information contained in this Website is presented for the purpose of providing educational materials and providing general information on in the field of medical education. **NOTHING CONTAINED IN THE WEBSITE IS INTENDED TO BE MEDICAL ADVICE FOR DIAGNOSIS OR TREATMENT AND SHOULD NOT BE RELIED UPON AS YOUR PRIMARY SOURCE FOR HEALTH OR MEDICAL INFORMATION.**

THE INFORMATION SHOULD NOT BE RELIED ON TO SUGGEST A COURSE OF TREATMENT FOR A PARTICULAR INDIVIDUAL OR USED IN PLACE OF A VISIT, CALL, CONSULTATION OR THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THE WEBSITE. INFORMATION ON THIS WEBSITE IS INTENDED TO AUGMENT OTHER SOURCES OF INFORMATION AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR YOUR PERSONAL RESPONSIBILITY AND DILIGENCE.

FOR ANY HEALTH CARE RELATED QUESTIONS, CALL OR SEE YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER PROMPTLY OR CONTACT YOUR LOCAL EMERGENCY SERVICES IN CASE OF AN EMERGENCY. ALWAYS CONSULT WITH YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER WITH YOUR HEALTH CARE RELATED QUESTIONS, OR BEFORE EMBARKING ON A NEW TREATMENT, DIET OR FITNESS PROGRAM.

Certain information contained in the Website is compiled from a variety of third party sources. Neither Company nor its information providers directly or indirectly practice medicine as part of the Website or dispense medical services as part of the Website.

**2.3 Billing & Payment.** Subscribers of the Service will be required to provide their credit card or bank account details to Company and the Payment Service Provider retained by Company (the “PSP”). Students are responsible for paying the applicable fees and charges. Company reserves the right, in its sole discretion (but not the obligation), to arrange for refund or provide credits. Students of the Service will be liable for any taxes (including VAT, if applicable) required to be paid on the

Services provided under the Agreement (other than taxes on the Company's income). Verification of your billing or shipping information may be required prior to our acceptance of an order.

**2.4 Credit Card Authorization.** By accessing the Services, I hereby authorize Company to initiate charges to the credit card account information I provide for the subscription fees and I expressly agree that I understand I am responsible for all fees incurred, and I hereby authorize monthly charges to my credit card for such fees.

### 3. ACCOUNTS.

3.1 Eligibility. Use of the Website is intended for residents of the United States, age 18 or older. Visitors may browse the contents of the Website. Registered users (a/k/a "Students") will have a password and account designation upon completing the registration process. If you register to create an account ("Account"), your Account will be tied to a user ID, which may in the future enable Company to allow you to access certain websites and services of other Company, group of companies using the same account credentials. Each person is limited to one Account. Any and all information collected from you shall be subject to our Privacy Policy, which is hereby incorporated by reference. Account activation occurs only after the Student has activated its account via the account activation link sent by Company via email upon registration. Any account not activated within ninety (90) days of the date of initial registration may be deleted, in Company's sole discretion.

3.2 Passwords & Security. You are responsible for maintaining the confidentiality of the password and any Account information, and are fully responsible for all activities that occur using such password or Account. You agree to (i) immediately notify Company of any unauthorized use of your password or Account or any other breach of security of which you become aware, and (ii) ensure that you exit from your Account at the end of each session. Company reserves the right to terminate your Account, and access to the Website if any registration information provided is false, inaccurate or incomplete.

### 4. SUBSCRIPTIONS.

4.1 Authorized Devices. You will need to activate each device (computer, phone, electronic device, etc.) to access the Service and Course Materials (each an "Authorized Device"). Once an Authorized Device is activated, it cannot be transferred or reset. You agree that the service will be used on, and the licenses to the Course Materials obtained herein is expressly limited to, a single activated Authorized Device at any given time.

4.2 No Public Performance or Display. The Service allows access to view Course Materials, and the license granted herein to any Course Materials is view-limited during the subscription period. As used herein, "Non-Commercial, Private Use" means a presentation of Course Materials for which no fee or consideration of any kind (other than that which you pay to us to access the Course Materials) is charged or received, which takes place in a private dwelling or gathering, or anywhere else (e.g., in a hotel room, dorm room, office, or airport waiting lounge,, bar restaurant, etc.) and limited to a private viewing for you alone.

4.3 Subscriptions. You agree that Company is authorized to charge you a membership fee at the then current rate plus any applicable tax for the duration of subscription to the Service, as well as any other charges you may incur in connection with your use of the Service, to the payment method

you provided during registration (or to a different payment method if you change your account information). Unless renewed, access to the features unique to Subscriptions Accounts will terminate upon expiration of the license period. Company does not automatically renew your subscriptions. Subscription charges are fully earned upon payment. Payments are nonrefundable, and there are no refunds or credits for partial periods. Company may provide a refund, discount, bonus, or other consideration to you (“Credit”). The amount and form of such Credit, and the decision to provide them, are at Company’s sole and absolute discretion. The provision of Credit in one instance does not entitle you to Credit in the future for similar instances, nor does it obligate Company to provide Credit in the future, under any circumstance. Company may change the fees and charges in effect or add new fees and charges from time to time, upon advance notice of these changes by email.

4.4 Cancellation. You may cancel your subscription at any time, and cancellation will be effective immediately. However, there is no refund or Credit of early termination or unused access to Course Materials. To cancel your subscription, visit our Website, log in to your account and submit a support request indicating you wish to cancel your subscription.

4.5 Descriptions. Descriptions, images, specifications, pricing and availability of any Course Materials, products or Services are subject to change without notice. Company reserves the right, with or without prior notice, to limit quantities of or to discontinue any Course Materials, product, or Service. Company reserves the right to impose conditions on any coupon or promotional code and to refuse any order in Company’s sole discretion. IF A YOU PURCHASE AN ITEM FROM THE WEB SITE THAT IS NOT AS DESCRIBED ON THE WEB SITE, YOU UNDERSTAND AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY IS TO RETURN SUCH ITEM IN AN UNUSED CONDITION FOR A REFUND OF THE PURCHASE PRICE.

4.6 Risk of Loss. Course Materials are available for viewing only during the Subscription period. Course Materials will generally continue to be available to you for streaming from the Service, as applicable, but may become unavailable due to conditions or reasons beyond Company’s control, in which case Company shall not be liable. Such conditions or reasons include, but are not limited to, Acts of God, power outages, system maintenance, programming errors, software issues, actions of third parties such as computer or software hackers, or others acting outside the law or in contradiction to this Agreement. The risk of loss and title for all tangible items purchased through the Website passes to you upon delivery of the item to the carrier.

4.7 Prices. From time to time, tangible items (such as physical textbooks) may be available on the Website for purchase. The price for an item on the Website may differ from the price shown in your shopping cart; this may occur because it is possible that such price may increase or decrease between the time the item is placed in a shopping cart and the time that the purchase is made. On rare occasions, an item may be priced incorrectly on the Website. If the price for the item on the Website is incorrect and is actually higher than the price provided at the time of purchase, then, at our discretion, we may either (i) contact you for instructions before shipping the item or charging you for such item; (ii) cancel the order for such item and notify you of such cancellation; or (iii) ship the item at the incorrect price to your benefit.

4.8 Free Trials. Your Company membership may start with a free trial. The free trial period of your membership will be specified during sign-up. To view the specific details regarding your free

trial, log in to your account at our website and click on the “LOGIN” link located at the top of the page.

## **5. INFORMAL DISPUTE RESOLUTION.**

If you have a question, concern or grievance regarding your Account or the use of the service, we ask that you provide Company with an opportunity to address your concerns prior to starting formal legal action. Before filing a claim against Company, you agree to try to resolve the dispute informally by submitting your request to Company in writing. If a dispute is not addressed within one hundred twenty (120) days of the date of your notice of dispute, you or Company may bring a formal proceeding.

## **6. BINDING ARBITRATION; CLASS ACTION WAIVER**

6.1 You and Company agree to arbitrate any and all disputes, claims, or controversies arising out of, in connection with, or relating to this Agreement, Company’s business, use of the Website, and Company’s relationship with you, including any claims that may arise after the termination of this Agreement. This agreement to arbitrate includes any claims against Company’s employees, agents or any subsidiaries of Company. Arbitration is a method of claim resolution that is less formal than a traditional court proceeding in state or federal court. It uses a neutral arbitrator instead of a judge or jury and the arbitrator’s decision is subject to limited review by courts.

6.2 All disputes concerning the arbitrability of a claim (including disputes about the scope, interpretation, breach, applicability, enforceability, revocability, or validity of this Agreement) shall be decided by the arbitrator. The arbitrator shall also decide whether any claim is subject to arbitration. You further agree that the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (AAA) shall govern the interpretation and enforcement of this agreement to arbitrate. The AAA Commercial Arbitration Rules are available online at [https://www.adr.org/sites/default/files/CommercialRules\\_Web\\_FINAL\\_1.pdf](https://www.adr.org/sites/default/files/CommercialRules_Web_FINAL_1.pdf). This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The arbitrator is bound by the terms of this Agreement. The exclusive venue for any dispute or issue arising out of this Agreement shall be held in on site one on one.

**6.3 CLASS ACTION WAIVER: YOU AND COMPANY ALSO AGREE THAT EACH IS GIVING UP THE RIGHT TO A JURY TRIAL AND THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT OR REPRESENTATIVE PROCEEDING, CONSOLIDATED ACTION, OR PRIVATE ATTORNEY GENERAL ACTION.** This means that neither you nor Company can seek to assert class or representative claims against each other either in court or in arbitration and no relief can be awarded on a class or representative basis. The arbitrator also may not consolidate or join another person’s claim with your claim or issue an order that would achieve the same result. You and the Company further agree that if the provisions of this paragraph, known as the “Class Action Waiver,” are found to be unenforceable, it cannot be severed from this arbitration agreement and the entire provision compelling arbitration shall be null and void.

6.4 You agree that if Company makes any future, material change to this arbitration provision, you may reject any change by sending written notice within thirty (30) calendar days of the

date of the change to Differential Diagnosis, LLC, Attn: Legal. Your decision to reject changes in a new arbitration provision, however, does not affect any prior arbitration provisions to which you have already agreed, which remain in effect. Your decision to reject changes shall result in the termination of your Account effective as of the date of such notice.

6.5 Judgment upon the arbitration award may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be.

## **7. RIGHTS & LICENSES.**

7.1 License. Subject to the terms and conditions of this Agreement, Company grants you a limited, non-exclusive, non-transferable, non-sublicensable right and license to access and use the Website and access and view Course Materials by streaming only, exclusively for personal use. Downloading, attempting to download, sharing or linking, by you or any agent, to any Course Materials is a breach of this Agreement. If you violate this Agreement, Company may issue a warning, temporarily suspend, indefinitely suspend, or terminate any of your rights to use or access all or any part of the Website. The license does not include or permit any right to: a) reproduce and make copies; b) prepare derivative works; c) distribute copies by sale or another form of transfer, rental or lending; d) public performance; e) public display; f) public performance of sound recordings through digital audio transmission; g) commercial use of Company's Website or its contents; or h) any downloading or copying of account information for the benefit of yourself, or any other individual or business, or any use of data mining, robots, or similar automated data gathering and extraction tools. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Company, Company or our affiliates without express written consent. You may not use any meta tags or any other "hidden text" utilizing Company or Company's name or trademarks without the express written consent of Company. Any unauthorized use terminates all permissions and licenses granted by Company. You agree that you obtain no rights other than the rights and licenses expressly granted in this Agreement. Company reserves the right to change, upgrade or discontinue the Website and/or any feature of the Website or the Course Materials, at any time, with or without advance notice. All rights not expressly granted under this Agreement are reserved by Company or its licensors.

7.2 Your Ideas. You may choose to or Company may invite you to submit comments, reviews, testimonials, feedback, suggestions, ideas, and other submissions about the Services and the Course Materials ("Idea(s)"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place any fiduciary or other obligation on Company, nor restrict Company in any way from any use or disclosure on a non-confidential basis to anyone or otherwise use the Ideas without any additional compensation or credit to you. You agree that Company does not waive any rights to use similar or related ideas previously known to Company, or developed by its employees, or obtained from sources other than you. Such disclosure of any Ideas shall, and hereby does, constitute a perpetual, royalty-free, worldwide, irrevocable license to use any right, title or interest in all patent, copyright, trademark, and all other intellectual property and other rights whatsoever in and to the Ideas and a waiver of any claim based on moral rights, unfair competition, breach of implied contract, breach of confidentiality, and any other legal theory. You should not submit any Ideas to us if you do not wish to give these rights to Company.

## **8. RESTRICTIONS/ ACCEPTABLE USE POLICY.**

You agree that you will not, and will not permit others to: (i) damage, interfere with or unreasonably overload the Website; (ii) introduce into the Website any code intended to disrupt operations; (iii) alter or delete any information, data, text, links, images, software, chat, communications and other content available through the Website (collectively, "Content"); (iv) access the Website by expert system, electronic agent, "bot" or other automated means; (v) use scripts or disguised redirects to derive financial benefit from Company; (vi) modify, reverse engineer, reverse assemble, decompile, copy or otherwise derive the source code of any Website for any reason; (vii) rent, sell or sublicense any of the Website; (viii) provide any unauthorized third party with access to the Website; (ix) access or attempt to access confidential Content through the Website; (x) interfere with the operation of the Website, including, but not limited to, distribution of unsolicited advertising or mail messages and propagation of computer worms and viruses; (xi) post any material in any form whatsoever on the Website that is defamatory, obscene or otherwise unlawful or violates any third party's right of privacy or publicity; (xii) infringe any third party's patent, copyright, service mark, trademark or other intellectual property right of any kind or misappropriate the trade secrets of any third party in connection with your use of the Program or the Website; (xiii) engage in any activity that does not comply with applicable law and regulations or otherwise engage in any illegal, manipulative or misleading activity through the use of the Program; (xiv) use the manual or automated software, devices or other processes to "scrape," "crawl," "spider" or index any page of Content from the Website.

## **9. ACCOUNT MAINTENANCE.**

You agree to keep your Account information current, complete and accurate by periodically updating the information through the Website. You must be logged into the Website and enter your password to change your Account information and payment preferences. You may check your Account status and recent purchase and/or earning history at any time via the Website. You will maintain the confidentiality of your Account information, including username and password by which you access the Program. Any use of your username and password will be deemed to be your use, and Company is entitled to act on instructions received under your password and is not responsible for any credits or debits made to your account by someone else who uses your password. If there is a breach of security through your Account, you will immediately change your password and notify us of such breach. You agree that, unless you have first notified us immediately of any such breach, we should assume that any instruction transmitted using your username and password is yours and has been authorized by you, and we will have no obligation to inquire into the propriety of such instruction. It is a violation of this Agreement to create duplicate Accounts, and each such violation shall result in suspension of duplicate Accounts (and possibly your original Account, which determination shall be made in Company's sole and absolute discretion).

## **10. COMMUNICATIONS**

By registering with the Website, you agree to receive communications and notices by electronic mail. Communications may be related to your account, membership, purchase transaction or postal mailing, as well as periodic shopping-related notices that highlight special deals available to Company members. Company may communicate with you using information you provide to us. Your consent to receive electronic communications includes any notices or other information that we may be required by law to provide you in writing or otherwise. You agree to keep us apprised of your current email address should the same change after the date you register. You may opt out of receiving certain communications in accordance with our Privacy Policy.

## **11. THIRD-PARTY SERVICES**

When you access or use the Website, we may make available services from one or more third parties, e.g. Google, Facebook, PayPal, etc. (“Third-Party Services”). The Website support Third-Party Services to make it easier for you to sign in or create your Account. Any use of Third-Party Services to create and access your Account is subject to the terms and conditions and privacy policies of such third parties (“Third-Party Terms”). Third-Party Services may allow you to create your Account or to sign in to your Account with your credentials. You may disconnect Third-Party Services at any time by updating the Settings in your Account or by removing the authorization through the settings of your Third-Party Services account. A connection between your Third-Party Services account and your Program Account is not required for you to be a Shopper. Connecting your Third-Party Services account may permit Company to access some Third-Party Services account content (“Account Content”). Company will not delete or modify your Account Content. We use your Account Content to confirm your Cash Back faster and more reliably, personalize your experience with the Program and improve our services generally.

## **12. INDEMNITY.**

You shall indemnify, defend and hold harmless Company, its directors, officers, employees, agents and contractors from and against any and all liabilities, claims, costs, assessments, fees or expenses of any kind, including without limitation defense costs and reasonable attorneys’ fees arising from or related in any way to (i) any violation of this Agreement, or (ii) any action or claim by third parties alleging that your act or omission has resulted in an infringement or violation of the intellectual property, privacy or proprietary rights of any third party, provided Company promptly notifies you in writing of any claim, and allows you to control the conduct of any related defense or settlement negotiations. Notwithstanding the foregoing, you shall not settle a third party claim without Company’s prior written consent if such settlement shall require action or payment by Company.

## **13. TERMINATION.**

This Agreement is effective on the earlier of the date you click “I Accept”, or the first date you access the Website or Course Materials (the “Effective Date”) and shall continue in effect until terminated by either party. You may terminate this Agreement at any time by destroying all materials obtained from Company and all related documentation and all copies and installations thereof, whether made under this Agreement or otherwise. Any rights to access and use the Services under this Agreement shall terminate immediately without notice from Company if in Company's sole discretion You fail to comply with any term or provision of this Agreement.

Company may, at its sole discretion and at any time, discontinue providing access to, alter or replace the Course Materials in the Website, or any part thereof, with or without notice. You agree that any termination of Your access to Website under any provision of this Agreement may be effected without prior notice. Further, You agree that Company shall not be liable to You or to any third party for any termination of Your access to the Website.

## **14. DISCLAIMERS.**



THE COURSE MATERIALS IN THE WEBSITE ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEBSITE SHALL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT COMPANY OR ANY OTHER COMPANY WEBSITE OR THE SERVER(S) THAT MAKES THE WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS IN THE WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

#### **15. LIMITATION OF LIABILITY.**

IN NO EVENT SHALL COMPANY, ITS AFFILIATES, DIRECTORS, ASSOCIATES, PARTNERS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, WHICH ARISES OUT OF OR IS ANY WAY CONNECTED WITH (I) THIS AGREEMENT, (II) ANY USE OF THE COMPANY WEBSITE OR COURSE MATERIALS, OR (III) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO, THE USE OR INABILITY TO USE ANY COMPONENT OF THE COMPANY WEBSITE), EVEN IF COMPANY OR SUCH OTHER PERSONS OR ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, YOU SPECIFICALLY UNDERSTAND AND AGREE THAT ANY THIRD PARTY DIRECTING STUDENTS TO THE COMPANY WEBSITE BY REFERRAL, LINK OR ANY OTHER MEANS IS NOT LIABLE TO USER FOR ANY REASON WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSS ASSOCIATED WITH THE USE OF THE SERVICES, THE COMPANY WEBSITE OR THE MATERIALS

YOU ACKNOWLEDGE AND AGREE THAT, REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS AGREEMENT, YOUR USE OF THE WEBSITE, THE COURSE MATERIALS, OR THE SERVICES, MUST BE FILED WITHIN ONE CALENDAR YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES, OR IT SHALL FOREVER BE BARRED.

#### **16. NOTICES AND ELECTRONIC COMMUNICATIONS**

Except as otherwise specifically provided in this Agreement, all notices required by or permitted to be given under this Agreement will be in writing and delivered to the other party by any of the following methods: (i) hand delivery, (ii) certified U.S. mail, return receipt requested, postage prepaid, (iii)

overnight courier, or (iv) electronic mail. If you give notice to Company, you must use the address shown on the Website. If Company provides notice to you, Company must use the contact information provided by you. All notices will be deemed received as follows: (i) if by hand-delivery, on the date of delivery, (ii) if delivery by U.S. Mail, on the date of receipt appearing on a return receipt card, (iii) if by overnight courier, on the date receipt is confirmed by such courier service, or (iv) if by electronic mail, 24 hours after the message was sent, if no “system error” or other notice of non-delivery is generated. Each party agrees that any notice that it receives from the other party electronically satisfies any legal requirement that such communications be in writing.

## **17. MISCELLANEOUS.**

To the extent that the Website contains links to outside services and resources, Company does not control the availability and content of those outside services and resources. Any concerns regarding any such service or resource, or any link thereto, should be directed to the particular service or resource. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and you agree that this Agreement shall be deemed to have been entered into and performed exclusively in the State of Illinois. Unless otherwise specified, the Website is available solely for the purpose of promoting products and/or services available in the United States, its territories, possessions, and protectorates. Company makes no representation that materials in the Website or products purchased through the Website are appropriate or available for use in other locations. Those who choose to access this Website from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. This Agreement will be binding upon each party hereto and its successors and permitted assigns. This Agreement and all of your rights and obligations under them (including, without limitation, your subscription, if any) will not be assignable or transferable by you without the prior written consent of Company. No failure or delay by a party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement. You and Company are independent contractors, and no agency, partnership, joint venture, employee-employer relationship is intended or created by this Agreement. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, all of which will remain in full force and effect.