Please read the following terms and conditions carefully. By using and accessing the Site, you acknowledge that you have read these Terms of Use (“Terms”) and agree to abide by them and to the terms and conditions of MPI Cognition’s Privacy Policy (“Policy”) hereby incorporated by reference, which details the ways in which we and other parties might use personal information that belongs to you. If you do not agree to these Terms or those in MPI’s Privacy Policy, or you do not meet any eligibility requirements established by MPI (“we”, “us” or “our”) for use of and access to the Site (defined below), you may not access, view, obtain goods or services from, or otherwise use the Site. Use of the Site by individuals under the age of 18 is not permitted except under the supervision of a parent, legal guardian, or other responsible adult. Children under the age of 13 are not allowed to visit or otherwise use the Site.

PARTNER SERVICES

Certain services provided through the Site and features of the Site (collectively, “Partner Services”), are provided by third party partners of MPI (collectively, “Partners”). You may be required by Partners to agree to terms and conditions, guidelines, rules and privacy policies provided by Partners (collectively, “Partner Terms”) in addition to these Terms prior to being able to use and/or access Partner Services. In the event you use or access Partner Services that are subject to Partner Terms, you agree to be bound by such Partner Terms.

“SITE” DEFINED

The “Site” encompasses the websites www.drbredesen.com, www.mpicognition.com, www.recoderreport.com, and other sites owned and controlled by MPI, and all associated MPI web pages, including without limitation all content, materials, information, policies, modifications, updates, enhancements, revisions, new features, and or new web properties of same, along with all Site services (including Partner Services) provided through such websites and web pages.

MODIFICATION OF THESE TERMS

You are responsible for regularly reviewing these Terms. MPI has the right, but not the obligation, to correct any errors or omissions in any portion of the Site. MPI reserves the right, at its sole discretion, to change, modify, add, remove or terminate any portion of these Terms, in whole or in part, at any time, without prior notice. All changes to these Terms are effective immediately upon being posted to the Site. Your continued use of the Site following any changes to these Terms will mean you accept these changes.

CANCELLATION POLICY

MPI Cognition does not offer ReCODE Report cancellations until the one year commitment is over. Please consider your commitment carefully.

SITE USE

Restrictions on Use

The Site may only be used to post, send and receive messages, information and materials that are proper and related to the particular Site forum, community, or other Site service you are using, and solely for your own use, not for the use or benefit of any third party. You are not permitted to:

- Post on or transmit to the Site any defamatory, libelous, obscene, bigoted, hateful, racially offensive, vulgar, harassing, inflammatory, pornographic, child pornographic, violent (meaning content that is excessively violent, incites...
violence or threatens violence), profane, threatening, unfair, inaccurate, deceptive or unlawful content or any content that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, whether under statute, common law or equitable principles, or otherwise violate any law.

- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another’s computer or of the Site server. Advertise, solicit or offer to sell or buy any goods or services for any business purpose, including without limitation promoting or encouraging the growth of a third party site, unless the Site service you are using specifically allows such actions.

- Conduct or forward surveys, contests, pyramid schemes or chain letters. Download any file posted by another user of the Site that you know, or reasonably should know, cannot be legally distributed in such manner.

- Falsify or delete any author attributions, copyright notices or legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, or that is provided with Site materials or accessed through the Site.

- Violate any code of conduct or other guidelines, including without limitation Partner Terms, which may be applicable to any particular Site services.

- Harvest or otherwise collect information about others, including e-mail addresses, without their prior express written consent.

- Post on, transmit to or upload from the Site any content that discusses illegal activities with the intent to commit them, including activities that are intended to assist others in defeating technical copyright protections, or otherwise use the Site in any manner that endorses or promotes illegal activities.

- Use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party’s use and enjoyment of the Site.

- Use the Site to access or use a third party site, including without limitation the site of a Partner, in a manner prohibited by the terms and conditions applicable to the access or use of such third party site.

- Obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

- Violate any applicable laws or regulations or violate these Terms.

- Send any bulk commercial email, or send any unsolicited email to any party that has indicated that it does not wish to receive such email.

- Access or attempt to access any other user’s account, or misrepresent or attempt to misrepresent your identity while using the Site.

- Use the Site in any manner that could create a risk to a person’s safety or health, create a risk to public safety or health, compromise national security, or interfere with an investigation by law enforcement.

- Post on, transmit to or upload from the Site any content that violates another party’s privacy or infringes another party’s intellectual property, including, but not limited to, such party’s copyrights, trademarks, trade secrets, patents or other confidential or proprietary information. Examples of materials that may be covered by copyright include software, graphics, text, photographs, sound, video and musical recordings.
• Use the Site in any manner that does not treat other users with respect, such as insulting another individual or posting discriminatory material aimed at an individual or a group of people based upon cultural background, gender, race, sexual orientation, religious beliefs or similar.

• Post information about physicians, including rating or discussing individual physicians.

• Use the Site in any manner that disrupts the normal flow of dialogue and/or exchange on the Site, including posting or otherwise transmitting material that is not related to the subject at issue or otherwise restricts or inhibits any other user from using and enjoying the Site.

MPI reserves the right to restrict or terminate your access to the Site, including, without limitation, your access to any or all of the services provided thereunder or your ability to use any Site user ID and/or password, at any time without notice if we believe you have or are likely to undertake conduct that is prohibited under these Terms. Your sole remedy against MPI in the event of a dispute about these Terms, the Site or your use thereof, is to cease your use of the Site. In such event, MPI may delete and/or store, in its discretion, data associated with your use of the Site. MPI may also change, suspend, or discontinue any aspect of the Site at any time, including the availability of any Site feature, database, or content.

INFORMATION DISCLOSURE

Providing Correct Personal Information

In the course of using the Site, you may be required to enter certain information, including without limitation personal information (collectively, “Information”). You agree to provide MPI with full, true and correct Information, and to update such Information on the Site promptly as reasonably necessary and as required by the Site.

Caution When Providing Information

Always use caution when giving out any personally identifying information about yourself in using any Site service. MPI does not control or endorse the content, messages or information found in any text, data, audio, video, audio/video or other materials or information posted by Site users to the Site or transmitted to other users or MPI through the Site (collectively, “Posted Materials”) and, therefore, MPI specifically disclaims any liability with regard to Posted Materials and any actions resulting from your use of Posted Materials. Site users are not authorized MPI spokespersons, and their views do not necessarily reflect those of MPI.

POSTED MATERIALS

License in Posted Materials

MPI does not claim ownership of any of the Posted Materials. However, by posting, transmitting, uploading, inputting, providing or submitting any Posted Materials, including by creating or modifying a home page, chatting, uploading files, inputting data, transmitting e-mail, or engaging in any other form of communication, you are granting MPI, its affiliated companies and sublicensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable and fully sublicenseable license in and to such Posted Materials. For example, we have the right to: copy, distribute, transmit, display, perform, edit, translate, reformat and otherwise use or archive Posted Materials, with or without attribution, and allow other Site users to do so as well, in all media known or hereafter developed. Where feasible, we will generally strive to include attribution provided by the poster in the event we post or use Posted Materials provided by such poster. You hereby waive all rights to any claim against MPI for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such Posted Materials.

Feedback
If you provide MPI with Posted Materials such as comments, bug reports, feedback or modifications proposed by you to MPI, the Site, or the goods and/or services provided through the Site (collectively, “Feedback”), then in addition to the license granted in all Posted Materials, MPI will have the right to use such Feedback at MPI’s discretion, including but not limited to incorporating such Feedback into the Site and the right to assign, license or otherwise use such Feedback. You hereby give MPI a perpetual, irrevocable, non-exclusive license under all rights necessary to incorporate such Feedback and use such Feedback for any purpose.

**No Compensation**

No compensation will be paid with respect to the use of your Posted Materials or Feedback as provided herein. MPI is under no obligation to post or use any Posted Materials or Feedback you may provide and may remove any Posted Materials or Feedback at any time and for any reason (or no reason) in MPI’s sole discretion.

**Posting Limitations**

Posted Materials may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download Posted Materials.

**User Representations and Warranties**

By posting, uploading, inputting, providing or submitting your Posted Materials or Feedback, you (1) acknowledge that the Site is open to the public and therefore MPI cannot control who will access Posted Materials or Feedback, or the use that any third party will make of any such materials, (2) represent and warrant that you own or otherwise control all of the rights to your Posted Materials necessary to grant the licenses granted in this Section (Posted Materials), including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Posted Materials, whether such right is established through direct ownership, express authorization of the copyright owner of the Posted Materials, or otherwise under law, (3) represent and warrant that your posting of the Posted Materials or Feedback does not and will not violate or infringe any third party right, including but not limited to any third party intellectual property right, right of publicity or privacy, or contractual right, (4) acknowledge that MPI shall not be liable to you or any third party for not accepting your Posted Materials or Feedback for inclusion on the Site or for removing your Posted Materials or Feedback, in whole or in part, from the Site, (5) acknowledge that MPI shall not be liable to you or any third party for any consequence, including but not limited to any harm or damage, that may arise from the inclusion of your Posted Materials or Feedback on the Site, including but not limited to any harm or damage that may result from the use by any third party of your Posted Materials or Feedback in any manner, and (6) represent and warrant that you agree to be bound by and follow any Partner Terms applicable to any Partner Services that you use, and that you will only use such Partner Services if you comply with any eligibility requirements for use of such Partner Services that may be established by MPI or its respective Partners.

**Your Responsibility for Posted Materials and MPI’s Monitoring Rights**

You will be responsible for your own Posted Materials and the consequences of posting or otherwise transmitting those Posted Materials. MPI does not represent or guarantee the truthfulness, accuracy, privacy, security, or reliability of any Posted Materials posted or otherwise transmitted by Site users or endorse any opinions expressed by such users. MPI has no obligation to monitor you or any other user’s use of the Site. MPI reserves the right to review and monitor your use of the Site, including without limitation your use of any user ID and/or password in accessing the Site and any materials posted to or revised on the Site, to remove any materials or restrict or terminate your access to the Site, or to change, suspend, or discontinue any aspect of the Site at any time in its sole discretion.

**DISCLAIMERS**

**Accuracy of Information and Forward Looking Statements**
The Site contains information and press releases about us. While this information was believed to be accurate as of the date prepared, we disclaim any liability arising from its accuracy and any duty or obligation to update this information or any other content. Our Site may include statements concerning our operations, prospects, strategies, financial condition, future economic performance, and demand for our products or services, as well as our intentions, plans, and objectives that are forward-looking statements. These statements are based upon a number of assumptions and estimates that are subject to significant uncertainties, many of which are beyond our control. When used on the Site, words like “anticipates,” “expects,” believes,” “estimates,” “seeks,” “plans,” “intends,” and similar expressions are intended to identify forward-looking statements designed to fall within securities law safe harbors for forward-looking statements. The Site and the information contained herein do not constitute an offer or a solicitation of an offer for the sale of any securities. None of the information contained herein is intended to be, and shall not be deemed to be, incorporated into any of our securities-related filings or documents. MPI makes no warranty, express or implied, with respect to the content, information, or services provided through, or in conjunction with, the Site. We make no guarantee of the accuracy, correctness or completeness of any information on the Site, and shall not be responsible for: (i) any errors of omission arising from the use of such information; (ii) any failures, delays or interruptions in the delivery of any content or service contained within the Site; and (iii) any defamatory, libelous or unlawful material contained within the Site, including web pages created by any individual user, or user resumes, emails, profiles, opinions, advice, statements, memorandums or discussion board postings, or materials related to a users’ use of the Site’s chat features. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk. MPI has the right, but not the obligation, to correct any errors or omissions in any portion of the Site.

No Medical Advice

The information on the Site contains specific and general information relating to Alzheimer's Disease and other cognitive disorders and The Bredesen Protocol™. This information should not be considered complete and should not be used in place of a visit or consultation, or of otherwise securing the advice of your physician or other health care provider. MPI is a medical information company. MPI is not a medical provider or a group of medical providers and it does not provide medical advice. MPI provides information that may assist licensed and trained physicians provide are and treatment to individuals in certain circumstances. You acknowledge that neither MPI nor any Site users, while such users are participating in, accessing or otherwise using the Site, are engaged in rendering legal, medical, counseling, or other professional services or advice. We encourage you to seek appropriate professional advice from your physician or other health care professional promptly for any situation or problem that you may have. MPI is a company that provides scientific information related to Alzheimer's Disease and other cognitive functioning disorders that is intended to be used by physicians in conjunction with their providing care and treatment to their patients. The decision of whether, and how, to use information, including, without limitation, information that may be provided by MPI, to assist in the care and treatment of an individual should only be made by appropriately licensed and trained physicians, or,other licensed providers if appropriate. If you do not have a physician, the information of the Site may help you locate a physician. MPI helps in training physicians in the use of The Bredesen Protocol™. However, only a licensed and trained physician can provide care and treatment to individuals. The Bredesen Protocol™ is a tool that may, in the professional judgment of a licensed and trained physician, be used by such a physician to assist in the care of an individual. MPI does not endorse any physician and no physician is an employee or agent of MPI. You should never disregard medical advice or delay seeking it because of something you have read on the Site.

Disclaimer of Representations or Warranties

YOU ACKNOWLEDGE THAT YOUR USE OF THE MPI SITE IS AT YOUR OWN RISK. EFFORTS BY MPI TO MODIFY THE SITE SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS. THE MPI SITE, INCLUDING ALL CONTENT, INFORMATION OR SERVICES PROVIDED THROUGH, OR IN CONJUNCTION WITH, THE SITE, IS PROVIDED “AS IS,” AS A CONVENIENCE TO ALL USERS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND TO YOU OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS
OR IMPLIED WARRANTIES (1) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (2) OF INFORMATIONAL CONTENT OR ACCURACY, (3) OF NON-INFRINGEMENT, (4) OF QUIET ENJOYMENT, (5) OF TITLE, (6) THAT THE SITE WILL OPERATE IN AN ERROR FREE, OR UNINTERRUPTED MANNER OR IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (7) THAT ANY DEFECTS OR ERRORS IN THE SITE WILL BE CORRECTED, OR (8) THAT THE SITE IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE PLATFORM.

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THIRD PARTIES

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Third Party Offer Disclaimer

By offering a number of third party products and services, including advertisements, on the Site, MPI makes no warranties or representations of any kind as to the content or suitability of the subject matter of any web site, product or service from any such third party business or individual. MPI expressly disclaims liability for direct, consequential, or incidental damages arising from the products, services, advertisements, actions, or web site content of these and any other third parties, and you waive any claims against MPI for damages arising from such transactions or your reliance upon statements contained therein. You will not consider MPI, nor will MPI be construed as, a party to such transactions, whether or not we may have received some form of revenue or other remuneration in connection with the transaction. The merchants
or other third parties operating such third party sites are responsible for all aspects of order processing, fulfillment, billing, and customer service. You acknowledge that use of such merchants is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED, OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY, AND/OR NONINFRINGEMENT. UNDER NO CIRCUMSTANCES IS MPI LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND MERCHANTS FOUND ON THE MPI SITE OR FOR ANY INFORMATION APPEARING ON MERCHANT SITES OR ANY OTHER SITE LINKED FROM OR TO OUR SITE.

INDEMNIFICATION

You will indemnify, defend (or settle) and hold harmless the MPI Entities from all claims, actions, proceedings, losses, settlements, judgments, liabilities, suits, damages, disputes or demands, including without limitation any proceeding, investigation or claim by a self-regulatory organization, state or federal securities agency or commission, and including reasonable attorneys fees and all other costs, fees, and expenses (collectively, “Claims”) against any of the MPI Entities to the fullest extent permitted by law arising out of or in connection with (1) your use of the Site or any Posted Materials, including without limitation your use of any Partner Services, or the use by any third party of such materials through you, (2) any Posted Materials provided or made available by you, and (3) any conduct by you of that is prohibited by these Terms, including without limitation any breach of your representations and warranties herein or within any applicable Partner Terms. In connection with any Claims that may give rise to your indemnification obligations as set forth above, the MPI Entities shall have the exclusive right, at their option, to defend, compromise and/or settle the suit, action or proceeding, and you shall be bound by the determination of any suit, action or proceeding so defended or any compromise or settlement so effected. The remedies provided in this Section are not exclusive of and do not limit any other remedies that may be available to the MPI Entities pursuant to this Section.

YOUR ACCOUNT

Confidentiality of Account and Password

You are responsible for maintaining the confidentiality of your account and password, if any, and for restricting access to your computer. You accept full responsibility and liability for all activities that occur under your account or password. MPI reserves the right to refuse service, terminate accounts, or remove content in its sole discretion. For certain services, you may be required to register; as part of the registration process, you must select a user name. The information that you supply during any registration process must be accurate and complete and you are not permitted to (1) register under the name of another person, (2) choose a user name that MPI deems offensive, or (3) choose a user name for the purposes of deceiving or misleading forums members and/or staff as to your true identity. You are not permitted to impersonate any other person, including any other MPI forum member, any MPI forum host or any MPI staff.

Notification of Unauthorized Use/Ceasing Access

You will notify MPI immediately of any unauthorized use or threat of unauthorized use of your account or the Site or of any other breach or potential breach of security known to you with respect to your account or the Site, including without limitation any loss or compromise of any password, and cooperate with MPI in every reasonable way to help MPI prevent the further unauthorized use, threat of unauthorized use, disclosure or threat of disclosure regarding the Site, your account and/or your password. You acknowledge that immediately upon termination of your right to use the Site, or upon any earlier demand by MPI at any time, you will cease all access and/or use of the Site, and will not attempt to access and/or use the Site.

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Site Ownership

The Site and all content, organization, graphics, design, compilation, magnetic translation,
digital conversion, and other matters related to the Site are protected under applicable copyrights, trademarks, and other proprietary (including but not limited to intellectual property) rights pursuant to international conventions and U.S. and other copyright laws. The Site and all Site content is the property of MPI and/or third party licensors, including users posting Posted Materials, and all right, title and interest in and to the Site and Site content will remain with MPI or such third party licensors. Other product and company names mentioned herein may be the trademarks of their respective owners. The Site, including all Site content, is only for your personal, non-commercial use. You do not acquire ownership rights to any content, document, or other materials viewed through or posted on the Site. The posting of information or materials on the Site does not constitute a waiver of any right in such information and materials. You will abide by any and all additional copyright notices, information, or restrictions contained in any content on the Site. Any copying, republication, or redistribution of Site content, including by caching, framing, or similar means, is expressly prohibited without the prior written consent of MPI and/or the respective intellectual property rights holder identified in the subject content.

**DISPUTE RESOLUTION (ARBITRATION CLAUSE)**

**Binding Arbitration**

You and MPI each agree to submit to binding arbitration in the event of a dispute, controversy or claim (each, a “Dispute”) arising out of or in connection with your or MPI’s rights and obligations as set forth in these Terms, the Site, the use of the Site, and/or the information, services and/or products that may be provided by or through or in connection with the Site. The arbitration will be held in the State of California before one arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a dispute as a class action. You also expressly waive your right to a jury trial. At the option of the first party to commence an arbitration, the arbitration will be administered either by the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 (www.arb-forum.com), or JAMS, 620 Eighth Ave, NY Times Building, 34th Floor, New York, NY 10018 (www.jamsadr.com). In the event you are the first party to commence an arbitration, and you fail to select an arbitration organization within 30 days after providing notice to MPI of such arbitration, MPI may select the organization. You may obtain a copy of the rules of each organization by contacting the organization. In the event that any Dispute cannot be submitted to binding arbitration pursuant to the rules of any such organization, such event shall not affect the enforceability of this clause so long as the Dispute may be submitted to binding arbitration with one of the organizations. You and MPI shall agree on one arbitrator to conduct the arbitration and the arbitrator shall be selected pursuant to the applicable rules. Each party shall be responsible for its own attorney, expert and other fees, unless such fees are awarded by the arbitrator to the prevailing party. Notwithstanding anything to the contrary in this Section, to the extent you have in any manner violated or threatened to violate MPI’s intellectual property rights, MPI may seek (and you will not contest) injunctive or other appropriate relief in any state or federal court in the State of California, and you consent to exclusive jurisdiction and venue in such courts.

**Arbitration Final**

The arbitrator’s award is final and binding on all parties. The Federal Arbitration Act, and not any state law concerning arbitration, governs all arbitration under this clause. Any court having jurisdiction may enter judgment on the arbitrator’s award. If any part of this clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. Notwithstanding anything to the contrary contained herein, if the waiver of class action rights contained herein is not enforceable as to any person or persons, such non-enforceability shall apply to such person or persons only, and all other persons shall continue to be governed by the Arbitration Clause.

**Giving Up Right of Class Action**

These Terms provide that all Disputes will be resolved by binding arbitration and not in court or by jury trial. IF A DISPUTE IS ARBITRATED, YOU GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST THE MPI ENTITIES INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. WITHOUT LIMITATION, THIS
INCLUDES GIVING UP YOUR RIGHTS TO BRING OR PARTICIPATE IN A CLASS ACTION AS SET FORTH IN ANY STATE STATUTE.

California Residents

If you are a California resident, to the extent permitted by California law, you waive California Civil Code Section 1542, which states: “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” as well as any other unknown claims under California Civil Code Section 1542 or any statute or common law principle of similar effect.

STATUTE OF LIMITATIONS; CHOICE OF LAW; JURISDICTION AND VENUE; WAIVER OF TRIAL BY JURY

Any cause of action you may have with respect to your use of the Site must be commenced within one year after the claim or cause of action arises. To the maximum extent permitted by law, these Terms will be interpreted under the laws of the State of California, excluding any law or conflicts of law principle that would apply the law of another jurisdiction. To the extent a Dispute is not governed by the Arbitration Clause, you hereby consent to the exclusive jurisdiction and venue of courts in the State of California in all disputes arising out of or relating to the use of the Site; provided, however, that in the event MPI is sued or joined by a third party in any other court or in any other forum in respect of any matter which may give rise to a claim by MPI hereunder, you consent to the jurisdiction of such court or forum over any claim which may be asserted by MPI therein. You irrevocably consent to the exercise of personal jurisdiction by such courts in any such action. In addition, and notwithstanding the foregoing, you irrevocably waive, to the fullest extent permitted by law, any objection that you may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon you and may be enforced in any court in which you are subject to a jurisdiction by a suit upon such judgment. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. To the extent a claim is not governed by the Arbitration Clause, MPI and you each hereby waive the right to a trial by jury in any court and in any suit, action or proceeding, whether in tort, contract, or otherwise, in which any such party is a party, as to any claim arising out of or in connection with your use of the Site, your or MPI’s rights and obligations as set forth in these Terms, and/or the services and/or products that may be provided by or through or in connection with the Site.

MISCELLANEOUS

Viewing Outside the United States

MPI makes no claims that the Site may be lawfully viewed, accessed or used outside the United States. Access or use of the Site may not be legal by certain persons or in certain countries. If you access or use the Site from outside of the United States, you do so at your own risk and you are responsible for compliance with the laws of your jurisdiction.

No Joint Venture

You agree that no joint venture, partnership, employment or agency relationship exists between you and MPI as a result of your use of the Site.

No Waiver

The failure of MPI to enforce any provision of these Terms will not be construed as a waiver or limitation of MPI’s right to subsequently enforce and compel strict compliance with that provision or any other provision of these Terms.

Survival
The provisions of the following sections shall survive any termination or expiration of these Terms: Disclosure Under Law, Materials, User Representations and Warranties, Disclaimers, Indemnification, Confidentiality, Copyright and Other Intellectual Property, Dispute Resolution (Arbitration Clause), Choice of Law; Jurisdiction and Venue; Waiver of Jury Trial, and Miscellaneous.

Assignment

No assignment, delegation or other conveyance of your rights or obligations under these Terms may be made by you (by operation of law or otherwise) without the prior written consent of MPI, to be given in its sole discretion. MPI may assign its rights and obligations hereunder to any other party.

Statute of Limitations

Any cause of action you may have with respect to your use of the Site must be commenced within one year after the claim or cause of action arises.

Terms Binding

If for any reason a court of competent jurisdiction finds any provision of these Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect.

Notices

Notices to MPI shall be sufficient only if in writing and transmitted via personal delivery, delivered by a major commercial rapid delivery courier service, or mailed, postage or charges prepaid, by certified or registered mail, return receipt requested, to MPI, with such notices being effective as of the date of actual, confirmed receipt by MPI. Notices to you are deemed effective if sent to the email, fax, mail address or other contact information provided by you, and are deemed effective upon the earlier of being confirmed received or 1 day after having been sent.

Entire Agreement

These Terms and the Privacy Policy contain the entire agreement between you and MPI with respect to the Site. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and MPI with respect to the Site. Any rights not expressly granted herein are reserved. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that these Terms and all related documents be drawn up in English. The headings and other captions in these Terms are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of these Terms. Any portion of these Terms that assigns liabilities to the parties extending beyond the expiration of these Terms shall survive termination of these Terms.

Inquiries regarding these Terms should be directed to info@drbredesen.com.

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