

TERMS AND CONDITIONS

Effective Date: May 5, 2022

These Terms and Conditions ("Terms and Conditions") form a legal agreement by and between any individual or entity accessing or using the Website or the Services (as defined below) ("**You**" or "**Your**") and **SCAN.CON CORPORATION**, a Delaware corporation with a principal place of business at 1209 Orange St., Wilmington, DE 19801, a subsidiary of **NATIONAL MRI SCAN LTD**, a UK incorporated company ("**We**," "**Us**," or "**Our**"), for the provision of certain medical referral services through the website, Scan.com (the "Website").

1. DEFINITIONS.

1.1. Definitions. In these Terms and Conditions, the following capitalized terms shall have the meanings ascribed to them below:

<u>Defined Term</u>	<u>Definition</u>
<u>"Diagnostic Imaging Services"</u>	means those diagnostic imaging services provided by Supplier to You.
<u>"Order Contract"</u>	means these Terms and Conditions and the Order Confirmation incorporating these Terms and Conditions, as described in Section 3 below.
<u>"Price"</u>	means the price for the Services set forth on the Website and in an Order.
<u>"Services"</u>	means the services specified in Your Order which consist of Our referral to Your chosen Supplier.
<u>"Special Price"</u>	means a special offer price for the Services which We may offer to You on the Website from time to time.
<u>"Supplier"</u>	means Your chosen diagnostic imaging provider.
<u>"Order"</u>	means Your offer to purchase the Diagnostic Imaging Services through the Website, which is governed by these Terms and Conditions.
<u>"Order Confirmation"</u>	means Our acceptance and confirmation of Your Order as, described in Section 3 below.

2. GENERAL.

2.1. Your Acceptance of These Terms and Conditions. These Terms and Conditions govern your purchase and our sale and provision of Services. Before submitting an Order, please ensure that You have read these Terms and Conditions carefully. If You are unsure about any part of these Terms and Conditions, please ask Us for clarification, using the contact information set forth in **Section 19.3** below. By placing an Order or by accessing or using the Services, You are entering into and agreeing to be bound by these Terms and Conditions. If You do not agree to these Terms and Conditions, You may not access or use the Services.

2.2. Access Requirements; Disclaimer. You acknowledge and agree that You must have a referral from a referring clinician before accessing or using the Services. The provision of Services by Us under these Terms and Conditions is subject to confirmation and receipt of a valid referral from an authorized referring clinician. You acknowledge and agree that We are not a healthcare provider and that the Services provided under these Terms and Conditions are referral services and do not include the provision of any medical care from Us to You.

3. THE ORDER CONTRACT.

3.1. Order Contract. A legally binding Order Contract between Us and You will be created upon Our acceptance of Your Order, indicated by Our issuance to You of an Order Confirmation. Order Confirmations will be provided to You by email. Nothing provided by Us including, without limitation, sales and marketing literature, price lists and other documents constitutes a contractual offer to provide the Services that is capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept or reject.

3.2. Information We Provide to You. We shall ensure that the following information is given or made available to You prior to the formation of the Order Contract:

3.2.1. The main characteristics of the Services;

3.2.2. Our contact details (as set forth in **Section 19.3**);

3.2.3. The total Price for the Services including taxes or, if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which the Price will be calculated;

3.2.4. The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Services;

3.2.5. Our complaints handling policy;

3.2.6. Where applicable, details of after-sales services and commercial guarantees;

3.2.7. The duration of the Order Contract, where applicable, or if the Order Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Order Contract; and

3.2.8. Where applicable, the functionality, including appropriate technical protection measures, of the Website and digital content;

4. ORDERS.

4.1. Orders Generally. All Orders for Services made by You and accepted by Us will incorporate, be subject to and governed by these Terms and Conditions.

4.2. Order Changes. Up to 48 hours prior to the date on which: [(a) We make a referral to a Supplier, or (b) the Supplier is scheduled to perform the Diagnostic Imaging Services selected in Your Order], You may change Your Order by contacting Us, using the contact information set forth in **Section 19.3** below. Requests to change Orders must be made by email or telephone.

4.3. Price Changes. If Your Order is changed We will inform You of any corresponding change to the Price by email or telephone. For example, if You add a contrast injection to Your Order, then we will inform You of the change in Price by email or telephone.

5. PRICE AND PAYMENT.

5.1. Price. The Price of the Services will be the Price shown on the Website and confirmed in Your Order. If the Price shown in Your Order differs from Our current Price, We will inform You upon receipt of Your Order.

5.2. Special Price. If We quote a Special Price, which is different to the Price shown on Our Website, the Special Price will be valid for the period shown in the applicable advertisement. Orders placed during this period will be accepted at the Special Price, even if We do not accept the Order until after the period shown in the advertisement for such Special Price has expired.

5.3. Changes in Price. We may change the Prices at any time, but these changes will not affect Orders that We have already accepted.

5.4. Payment Terms. Before We begin providing the Services, You will be required to pay the Price for the Services in full.

5.5. Refunds. In certain circumstances (as described in **Section 14** below), if Your Order is cancelled, Your payment will be refunded.

5.6. Payment Methods. We currently accept the following methods of payment:

5.7. Paypal; and

5.8. Credit/Debit card.

We reserve the right to change the methods of payment at any time without any obligation to provide notice to You.

6. PROVIDING THE SERVICES.

6.1. General. We will begin providing the Services on the date set forth in the Order Confirmation. We will use reasonable efforts to complete the Services on time and in accordance with Your Order Contract.

6.2. Information You Provide to Us. Upon Our request, You will provide any information to Us that is required for Us to provide the Services. You represent and warrant that any information provided by You is current, accurate, and complete. If You provide or fail to provide information in breach of this **Section 6.2**, then Our performance obligations under these Terms and Conditions will be excused. If additional work is required from Us to correct or compensate for a mistake made as a result of Your breach of this **Section 6.2**, then We may charge You a reasonable additional sum for such work.

7. PROBLEMS WITH THE SERVICES AND YOUR LEGAL RIGHTS.

7.1. General. If there is a problem with the Services, We request that You promptly inform Us using the contact information set forth in **Section 19.3** below (You do not need to contact Us in writing). We will use reasonable efforts to promptly remedy problems with the Services.

7.2. Additional Charges. We will not charge You for remedying problems under this **Section 7** if and to the extent that the problems were caused by Us, or any of the Suppliers. If We determine that a problem has been caused by incorrect or incomplete information provided by You or an action taken by You, then We may charge You for the work required to correct the problem.

8. YOUR REPRESENTATIONS AND WARRANTIES.

8.1. Your Representations and Warranties. By using the Website and the Services, You represent and warrant the following: (a) You are at least eighteen (18) years of age; (b) You have the legal ability and authority to enter into these Terms and Conditions; (c) You will comply with any and all laws, rules and regulations applicable to Your use of the Website and the Services; (d) You will not interfere with a third party's use and enjoyment of the Website and the Services; (e) You will not interfere with or disrupt Our or Our vendors' security measures; (f) if any information You provide to Us becomes inaccurate, incomplete or otherwise false or misleading, then You will immediately notify Us and provide corrected information; (g) access to the Services provided through the Website are not "insured services" under any provincial health plans and that You are fully responsible for payment of the Price for the Services and all other charges, fees and expenses arising under these Terms and Conditions; and (h) You are accessing the Website and the Services for Yourself or a child under the age of eighteen for whom You are the legal guardian.

9. PROHIBITED USES.

9.1. Prohibited Uses. In using the Website and the Services, You agree not to:

9.1.1. Send or otherwise transmit to or through the Website or the Services any: (a) unlawful, infringing, harmful, harassing, defamatory, threatening, hateful or otherwise objectionable material of any kind; (b) any material that can cause harm or delay to the Website or the Services or computers of any kind; and (c) any unsolicited advertising, solicitation or promotional materials;

9.1.2. Misrepresent Your identity or affiliation in any way;

9.1.3. Restrict or inhibit any person from using the Website or the Services;

9.1.4. Reverse engineer, disassemble, or decompile the Services or any technology on

or available through the Website, or attempt to do any of the foregoing;

9.1.5. Gain unauthorized access to: (a) the Website or the Services, (b) to other users' accounts, names, personally identifiable information or other information, or (c) to other computers or websites connected or linked to the Website;

9.1.6. Launch or use any automated system, including without limitation: "robots," "spiders," or "offline readers," that access the Website in a manner that sends more request messages to Our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;

9.1.7. Send or otherwise transmit to or through the Website: chain letters, unsolicited messages, so-called "spamming" or "phishing" messages, or messages marketing or advertising goods and services;

9.1.8. Post, transmit, or otherwise introduce any virus, worm, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment;

9.1.9. Violate any applicable laws or regulations in any way;

9.1.10. Alter or modify any part of the content or services offered on or through the Website;

9.1.11. Breach or otherwise circumvent Our security or authentication measures; and

9.1.12. Assist or permit any persons in engaging in any of the activities described above.

10. INDEMNIFICATION.

10.1. Indemnification. You shall defend Us and Our affiliates, partners, suppliers and licensors, and each of Our respective officers, directors, agents and employees ("**Indemnified Parties**") from and against any claims, litigation, investigations, and proceedings, and indemnify and hold the Indemnified Parties harmless from and against any losses, liabilities, damages, fines, penalties, assessments, defaults, deficiencies, interest, and expenses (including, without limitation, fees for attorneys and other professional advisors) suffered, incurred, or sustained by Customer Indemnitees or to which Customer Indemnitees become subject, arising out of any third party claim relating to: (a) Your violation of these Terms and Conditions; (b) Your access to or use of the Website or the Services; (c) Your relationship with a Supplier, including the screening, on-boarding, diagnosis, treatment, Diagnostic Imaging Services, discharge, and follow-up provided by a Supplier; (d) the infringement by You of any intellectual property or misappropriation of any proprietary right or trade secret of any third party; (e) Your violation of law; or (f) Your negligence or willful misconduct.

11. LIMITATION OF LIABILITY.

11.1. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL WE OR OUR AFFILIATES, PARTNERS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS OR YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE WEBSITE OR THE SERVICES, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OUR AGGREGATE LIABILITY TO YOU UNDER THESE TERMS AND CONDITIONS (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE AMOUNT OF THE PRICE PAID, IF ANY, BY YOU FOR THE DIAGNOSTIC IMAGING SERVICES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12. DISCLAIMER OF WARRANTIES.

12.1. Disclaimer of Warranties. THE WEBSITE AND THE SERVICES ARE PROVIDED

ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE WEBSITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE WEBSITE, OR THE SERVER THAT MAKES THE WEBSITE AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE ASSUME NO LIABILITY ARISING FROM OR RELATING TO THE DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH USE OF THE WEBSITE OR THE SERVICES.

13. FORCE MAJEURE.

13.1. Force Majeure Events. We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control (each a "**Force Majeure Event**"). Such Force Majeure Events include, but are not limited to: power failures, internet service provider failures, strikes, lock-outs or other industrial actions by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemics, or other natural disasters.

13.2. Effects of a Force Majeure Event. If any Force Majeure Event occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

13.2.1. We will inform You as soon as reasonably possible;

13.2.2. Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;

13.2.3. We will inform You when the Force Majeure Event is over and provide details of any new dates, times or availability of Services as necessary; and

13.2.4. If the Force Majeure Event continues for more than 4 weeks, We will cancel the Order Contract in accordance with Our right to cancel under **Section 14.3** and inform You of the cancellation.

14. TERMINATION; CANCELLATION; AND SUSPENSION.

14.1. Our Termination Rights. If You violate these Terms and Conditions, Your Order Contract, including Your ability to use the Website and the Services, will be terminated. We may, in our sole discretion, terminate Your access to the Website and Services, in whole or in part, for any reason whatsoever without prior notice. Further, we shall not be liable to You or any third party for any such termination or discontinuance. Upon any termination of the Order Contract, You must immediately cease use of the Website and the Services.

14.2. Your Termination Rights. You may terminate the Order Contract immediately if We have breached the Order Contract in any material way, *provided that* You have provided us with prior written notice of such breach and we have failed to remedy such breach within thirty (30) days of Your notice. If You have made any payment(s) to Us for any Services and We have not yet provided the Services and you elect to terminate the Order Contract under this **Section 14.2**, such payment(s) will be refunded to You as soon as reasonably possible, and in any event within thirty (30) calendar days of Your termination.

14.3. Our Cancellation Rights. We may cancel Your Order Contract: (a) due to the unavailability of required personnel or materials; or (b) due to a Force Majeure Event. If we cancel Your Order Contract under this **Section 14.3**, We will inform You as soon as reasonably possible. If You have made any payment(s) to Us for any Services that were to be provided under the cancelled Order Contract, such payment(s) will be refunded as soon as reasonably possible, and in any event within thirty (30) calendar days of Us informing You of the cancellation under this **Section 14.3**. All cancellations under this **Section 14.3** will be confirmed by Us in writing to You.

14.4. Your Cancellation Rights. Up to 48 hours prior to the date of Your Diagnostic Imaging Services with the Supplier (such 48 hour period, the “**Late Cancellation Period**”), You may cancel Your Order Contract by contacting Us, using the contact information set forth in **Section 19.3** below. If You have already made payment(s) to Us for the Services and You chose to cancel Your Order Contract before the Late Cancellation Period, Your payment(s) will be refunded, minus a \$50.00 administration fee, within thirty (30) calendar days of Our acceptance of Your cancellation. If You request that Your Order Contract be cancelled, You must confirm such cancellation by email or telephone before the Late Cancellation Period. If You cancel Your Order Contract during the Late Cancellation Period You will be charged for the Diagnostic Imaging Services in full.

14.5. Our Suspension Rights. In certain circumstances (for example, when you violate your obligations under **Section 6.2** or when We encounter a technical problem), We may suspend the Services, and We will inform You of such suspension in advance, unless there is an emergency or an issue that requires immediate attention.

15. PRIVACY POLICY AND CONSENT.

15.1. Privacy Policy. In these Terms and Conditions, “**Personal Information**” means any information about an identifiable individual, such as Your name, email address, mailing address, gender, date of birth, any personal or protected health information, or, any data about You that You elect to provide electronically through the Website or the Services and any other information that identifies who You are. Personal Information will be used by us solely in accordance with our Privacy Policy located at: <https://www.scan.com/privacy-policy.pdf>

15.2. Consent. As necessary and appropriate for Us to provide the Services and to perform Our obligations under these Terms and Conditions, You hereby authorize: (a) Us to share any information You provide to Us through the Website or the Services with the Supplier; and (b) the Supplier to share any information You provide to the Supplier during the provision of the Diagnostic Imaging Services with Us.

16. INTELLECTUAL PROPERTY RIGHTS.

16.1. Intellectual Property Rights. We are the sole and exclusive owner of the Website and the Services, including any and all copyright, patent, trademark, trade secret and other ownership and intellectual property rights, in and to the Website and the Services and any related materials and documentation. No title or ownership of the Website and the Services or any portion thereof is transferred to You hereunder. We reserve all rights not expressly granted hereunder. You agree not to change or delete any copyright or proprietary notice related to materials downloaded from the Website and/or the Services.

17. CHILDREN.

17.1. Children. The Website is not intended for children under the age of 13. If You are under 13 years of age, please do not use or access the Website at any time or in any manner. By using the Website, You affirm that You are over the age of 13. We do not seek, through the Website or the Services, to gather Personal Information from or about persons under the age of 13 without the consent of a parent or guardian.

18. THIRD PARTY CONTENT AND SERVICES.

18.1. General. You acknowledge that the Website and the Services permit access to products, services, web-sites, advertisements, promotions, recommendations, advice, information, and materials created and provided by advertisers, publishers, content partners, marketing agents, vendors and other third parties (“**Third Party Content and Services**”).

18.2. Disclaimer. You acknowledge that We do not investigate, monitor, represent or endorse the Third Party Content and Services. Furthermore, Your access to and use of the Third Party Content and Services is at Your sole discretion and risk, and We and Our affiliates, partners, suppliers and licensors shall have no liability to You arising out of or in connection with Your access to and use of the Third Party Content and Services. We hereby disclaim any representation, warranty or guaranty regarding the Third Party Content and Services, whether

express, implied or statutory, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose, and any representation, warranty or guaranty regarding the availability, quality, reliability, features, appropriateness, accuracy, completeness, or legality of the Third Party Content and Services.

18.3. Third Party Terms of Service. You acknowledge and agree that Your access to and use of the Third Party Content and Services and any correspondence or business dealings between You and any third party located using the Website or the Services are governed by and require Your acceptance of the terms of service of such third party, including, without limitation, any terms, privacy policies, conditions, representations, warranties or disclaimers contained in such terms of service. Furthermore, You acknowledge and agree that the Third Party Content and Services and any related third party terms of service are subject to change by the applicable third party at its sole discretion and without any notice. You assume all risks arising out of or resulting from Your transaction of business over the Internet and with any third party, and You agree that We and Our affiliates, partners, suppliers and licensors are not responsible or liable for any loss or result of the presence of information about or links to such advertisers or service providers on the Website. Furthermore, You acknowledge and agree that You are not being granted a license to (i) the Third Party Content and Services; (ii) any products, services, processes or technology described in or offered by the Third Party Content and Services; or (iii) any copyright, trademark, patent or other intellectual property right in the Third Party Content or Services or any products, services, processes or technology described or offered therein.

18.4. Endorsements. You acknowledge and agree that the provision of access to and the listing of any Third Party Content and Service shall not constitute or imply any endorsement by Us or Our affiliates of such Third Party Content and Services. We reserve the right to restrict or deny access to any Third Party Content and Services otherwise accessible through the Website or the Services, although We have no obligation to restrict or deny access even if requested by You.

18.5. Inappropriate Materials. You understand that by accessing and using the Third Party Content and Services, You may encounter information, materials and subject matter (a) that You or others may deem offensive, indecent, or objectionable; (b) which may or may not be identified as having explicit language, and (c) that automatically and unintentionally appears in search results, as a link or reference to objectionable material. Notwithstanding the foregoing, You agree to use the Third Party Content and Services at Your sole risk and that We and Our affiliates, partners, suppliers and licensors shall have no liability to You for information, material or subject matter that is found to be offensive, indecent, or objectionable.

18.6. Use of Third Party Content and Services. You agree that the Third Party Content and Services contain proprietary information and material that is owned by Us and Our affiliates, partners, suppliers and licensors and is protected by applicable intellectual property and other laws, including, without limitation, pursuant to copyright, and that You will not use such proprietary information or materials in any way whatsoever except for permitted use of the Third Party Content and Services. No portion of the Third Party Content and Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Third Party Content and Services, in any manner, and You shall not exploit the Third Party Content and Services in any unauthorized way whatsoever, including, without limitation, by trespass or burdening network capacity. You agree that You will not use any Third Party Content and Services in a manner that would infringe or violate the rights of any other party, and that We are not in any way responsible for any such use by You.

19. MISCELLANEOUS.

19.1. Governing Law; Sole and Exclusive Venue. These Terms and Conditions are governed by, and construed in accordance with, the laws of the State of Georgia. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of these Terms and Conditions must be brought solely and exclusively in the state and federal courts located in Fulton County, Georgia, and irrevocably accepts and submits to the sole and exclusive jurisdiction of each of the aforesaid courts in personam, generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other party.

19.2. Modifications. We may in our sole discretion, without prior notice to You, revise these

Terms and Conditions at any time. Should these Terms and Conditions change materially, We will update the Effective Date noted above and post a notice regarding the updated Terms and Conditions on the Website. If You do not agree to the terms of the amended Terms and Conditions, Your sole and exclusive remedy is to discontinue Your use of the Website and the Services and You will be deemed to have terminated these Terms and Conditions. Amended Terms and Conditions will be effective as of the Effective Date unless otherwise stated. By accessing or using the Website after such changes are posted You agree and consent to all such changes. Notwithstanding the foregoing, all Order Contracts will be governed by the Terms and Conditions in effect at the time the Order Contract is entered into by You and Us.

19.3. Contact Details; Notices. If You have any questions about these Terms and Conditions, or need to provide notice to, or communicate with, Us under the Terms and Conditions, please contact Us using the following contact details:

Phone: 1-800-514-9134

Email: support@scan.com

Mail :

Scan.com

1019B Edwards Ferry Rd #1011

Leesburg, VA 20176

19.4. Complaints and Feedback. We welcome feedback from Our customers and We want to hear from You if You have any cause for complaint. If You wish to complain about any aspect of Your dealings with Us, including, but not limited to, the Order Contract, the Website, or the Services, please contact Us using the contact information provided in **Section 19.3** above.

19.5. Electronic Signature. Each party agrees that these Terms and Conditions, and any other documents to be delivered in connection with these Terms and Conditions, may be electronically signed, and that any electronic signatures appearing on these Terms and Conditions, or such other documents, are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

19.6. Survival. **Sections 2 (General), 5 (Price and Payment), 8 (Your Representations and Warranties), 9 (Prohibited Uses), 10 (Indemnification), 11 (Limitation of Liability), 12 (Disclaimer of Warranties), 15 (Privacy Policy and Consent), 16 (Intellectual Property Rights), and 19 (Miscellaneous)**, shall survive the expiration or termination of these Terms and Conditions. In addition, any other provisions of these Terms and Conditions which by their express language or by their context are intended to survive the expiration or termination of these Terms and Conditions shall survive such expiration termination.

19.7. Assignment. You may not assign, transfer, novate or sub-contract any part or parts of these Terms and Conditions without the prior written consent of Us (not to be unreasonably withheld or delayed).

19.8. Third Party Beneficiaries. These Terms and Conditions are between You and Us. These Terms and Conditions are not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

19.9. Severability. If any part of these Terms and Conditions is declared invalid or otherwise unenforceable, it shall be severed from these Terms and Conditions and shall not affect the validity and/or enforceability of the remaining provisions.

19.10. Waiver. Any omission or delay of any party to exercise any right under these Terms and Conditions shall not be taken as a waiver of that right and shall not affect the ability of that party subsequently to exercise that right. All waivers must be signed by the party waiving its rights.

19.11. Remedies Cumulative. Except as expressly set forth in these Terms and Conditions, no right or remedy conferred upon or reserved to either party by any provision of these Terms and Conditions is intended to be exclusive of any other right or remedy and each and every right and remedy shall be cumulative and shall be in addition to every other right and remedy under these Terms and Conditions or existing at law or in equity, by statute or otherwise. The election by a party of any remedy provided for in these Terms and Conditions or otherwise available to such party shall not preclude such party from pursuing any other remedies available to such party at

law, in equity, by contract or otherwise.

19.12. Entire Agreement. These Terms and Conditions constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of these Terms and Conditions.