

APPOINTLINK TERMS OF SERVICE

Effective Date: Upon Initial Login

AppointLink Holdings, Inc. (“AppointLink” or “we”) operates the MyLaw and associated websites under various URLs which are customized depending on the location of the user (referred to here as “MyLaw” and the “Site” or “Sites”). The “Site” includes any websites owned, operated, or otherwise made available by AppointLink including any related sub-site, service, feature, or functionality. Please read these Terms of Service carefully before using the Site. These Terms of Service set forth the legally binding terms and conditions for using the Site and all services provided on the Site. Registered Users by using the Site in any manner, you agree to be bound by the Terms of Service, including any additional terms, conditions, and policies available on the Site. If you do not accept this Agreement, then you may not create an account, place an order for MyLaw, or use this Site or the services offered hereunder. The terms “you,” “your,” “Registered User,” or “User” refer to any individual accessing the Site for his/her own personal purposes, or on behalf of an entity or other person. If you are accessing the Site on behalf of another entity or person, you represent and warrant that you are an authorized representative of such entity or other person and have the authority to bind such other entity or other person to this Agreement, and your acceptance of this Agreement shall constitute acceptance on behalf of such entity or person.

1. **General Terms and Conditions.** AppointLink is the creator of MyLaw, a communications platform designed exclusively for educational institutions. MyLaw offers a variety of information, services, and tools for institutions, departments within a particular institution, student groups, and students (the “Services”) (each registered institution shall be referred to herein as the “Institution”). AppointLink serves as an intermediary only and is not directly involved in the business of the Institution or any particular department or the interactions between the Institution and its students. The Site and the Services are provided subject to these Terms of Service, as they may be amended by us, and any guidelines, rules or operating policies that we may post on the Site, which are specifically incorporated herein by reference (collectively, the “Agreement”). We may amend this Agreement from time to time due to changes to the Site or the Services, to account for developments under the law, or for any other commercially reasonable reason by posting on the Site. Future performance by us of our obligations under this Agreement and your continued use of the Site is sufficient consideration for any such amendment. Any amendment will only become effective upon attempted notification to you (via email or by posting on our Site) and, if you do not agree to any such amendment, you should stop using the Site and the Services and contact us at inquiries@appointlink.com to cancel your account.

2. **Site Users.** The Site and the Services are available only to persons and/or organizations that can form legally binding contracts under applicable law. Without limiting the foregoing, the Site and the Services are not available to individuals under the age of 18. Individuals under the age of 18 are not permitted to use the Site or the Services.

3. **Registration.** Site users who register for the Services and create a MyLaw username and password (“Registered Users”) will be granted free use of the Site for a period of thirty (30) days, unless otherwise agreed in writing by AppointLink (the “Trial Period”). AppointLink will create the Registered Users’ Site and import all necessary data free of charge. The “Term” of this Agreement shall commence at the beginning of the Trial Period and continue indefinitely until the latter of the Trial Period ending or the termination of Services by an authorized representative of a Registered User. After the expiration of the Trial Period, Registered Users will be given the option to either (i) place an order with AppointLink to continue the Services or (ii) terminate the Services and cancel their accounts. Registered Users will not incur any charges

until and unless they place an order with AppointLink. AppointLink reserves the right to terminate the accounts of Registered Users who do not elect either option stated above.

To place an order, Registered Users will be guided through AppointLink's Online Ordering page, or Registered Users may contact an AppointLink representative using the contact information provided herein for assistance. Once an order is placed, the Registered User and/or its authorized representative agrees to pay to AppointLink a monthly fee which will correspond to the level of service ordered. Payment may be made by electronic means or invoice as agreed between the parties. Registered Users are responsible for all applicable taxes. If a monthly payment option is selected or if you have previously provided us with your credit card information for payments, you hereby authorize us to charge your credit card for such amounts on a regular monthly basis beginning when the order is placed and continuing until such time as this Agreement is terminated. The fee schedule is subject to change from time to time in AppoinLink's sole discretion. We will use good faith efforts to notify you prior to the effectiveness of any significant change to the applicable fee schedule. If you do not agree to such changes, please contact us at inquiries@appointlink.com. Continuing to use the Services indicates your acceptance to any change in the fee schedule. Any disputes about fees or charges under this Agreement must be submitted to us in writing within 90 days of the date such charges are incurred. You agree to waive all disputes not brought within the 90-day period, and all such charges will be final and not subject to challenge. Services may be terminated by Registered Users at any time by providing 30 days' written notice to AppointLink. Notice of termination must be made by an authorized representative of the Registered User.

3. **Registered Users.** Upon creation of the Registered Users' Site, users must register to use the Site and the Services. Registered Users agree to provide true, accurate, current and complete information as requested in the registration form and elsewhere on the Site and agree to update such information if it changes. We reserve the right to contact Registered Users with information regarding (a) changes or additions to the Site, the Services, this Agreement, or the Fee Schedule, (b) violations of this Agreement or actions relating to Registered Users' privilege to access and use the Site or the Services, or (c) any other matter related to the Site, the Services, or this Agreement.

4. **Intellectual Property Information.** The content on the Site is the sole property of AppointLink and is protected by United States and international intellectual property laws. Unless otherwise noted, all of the text, photos, images, and other content on the Site are the copyright-protected property of AppointLink. AppointLink content may not be used, modified, or reproduced in any medium without express written permission. AppointLink, MyLaw, and other proprietary trademarks, graphics, logos, designs, page headers, button icons, scripts, and service names that are used now or may be used in the future are federally registered trademarks, common law and/or state trademarks, or trade dress of AppointLink, in the United States and other countries, where applicable. AppointLink's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names or email addresses, in connection with any product or service in any manner that is likely to cause confusion. To the extent that you use images or templates provided by us, we hereby grant to you a revocable, non-exclusive, royalty-free, worldwide license to use, reproduce, publish, distribute, perform and display the images solely in connection with your use of the Site during the Term.

5. **Prohibited Items and Activities.** The Site includes a combination of content created by AppointLink or other copyright owners who have authorized their use on the Site ("Site Content"). You are solely responsible for your conduct and activities on the Site and any and all text, information, User IDs, graphics, images, photographs, profiles, audio, video, items, and links that you submit and/or display

on the Site ("User Content"). User Content and your use of the Site shall not, nor cause any third party to: (a) be false, inaccurate or misleading, (b) infringe upon any third party's patent, copyright, trademark, trade secret, or other proprietary or intellectual property right(s) or right(s) of publicity or privacy (collectively, "Intellectual Property Rights"), including the intellectual property rights of the Institution with which the Registered Users are affiliated; (c) violate this Agreement or any Site or Institution policy, or any applicable law, statute, ordinance, or regulation (including, but not limited to, those governing education records, privacy, consumer protection, unfair competition, anti-discrimination, or false advertising); (d) offers to sell or buy a product or service or links to a third-party website without AppointLink's consent; (e) contain information that we believe to be harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, or otherwise objectionable; (f) contain or transmit any code of a destructive nature that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (g) modify, adapt or hack the Site or modify another website so as to falsely imply that it is associated with AppointLink; (h) appear to create liability for AppointLink or cause AppointLink to lose (in whole or in part) the services of its ISPs or other suppliers; or (i) link directly or indirectly, reference or contain descriptions of goods or services that are prohibited under this Agreement, the Privacy Policy, or other policy documents as posted on the Site. Furthermore, you may not post any of User Content on the Site that could cause AppointLink to violate any applicable law, statute, ordinance or regulation, or that violates this Agreement.

6. **Access and Interference.** AppointLink does not guarantee continuous, uninterrupted access to the Site, and operation of the Site may be interfered with by numerous factors outside AppointLink's control. You agree that you will not: (i) Take any action that imposes, or may impose, in AppointLink's sole discretion, an unreasonable or disproportionately large load on AppointLink's infrastructure; (ii) copy, reproduce, modify, create derivative works from, distribute, or publicly display any of User Content (except for your Content) without the prior express written permission of AppointLink and the appropriate third party, as applicable; (iii) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (iv) bypass AppointLink's robot exclusion headers or other measures AppointLink may use to prevent or restrict access to AppointLink.

7. **Privacy.** AppointLink takes your privacy seriously. As of the Effective Date of this Agreement, we do not sell or disclose your personally identifiable information to third parties. However, this policy may change and information may be disclosed in the event of bankruptcy, merger, or acquisition. AppointLink may disclose information to trusted affiliates, independent contractors, and partners who will use the information for certain business purposes deemed to be aligned with our goals and business objectives. In addition, AppointLink may transfer information collected from users and User Content in connection with a sale or restructuring the company. AppointLink uses reasonable data security measures to protect all Content and Site materials. Like most websites, we use cookies and/or web beacons to enhance your experience, gather general visitor information, and track visits to our website. This information includes, but is not limited to, IP addresses, browser details, timestamps and referring pages. None of this information can personally identify specific visitors to this site. The information is tracked for routine administration and maintenance purposes.

8. **School Services.** AppointLink may post communications regarding the services provided by Registered Users, including events and other programming; however, Registered Users are solely responsible for conducting their services, events, and programming and bear all costs for providing such services, events, and programming. Thus, Registered Users, and not AppointLink, are liable for any and all injuries, illnesses, damages, claims, and liabilities incurred in connection therewith.

9. **Community Pages.** The Site may contain areas where students may be able to publicly post information or communicate with others (for example, discussion boards) and otherwise submit User Content (“Community Pages”). You agree that you are responsible for your own use of such Community Pages, for any posts you make and for any consequences thereof. You agree that we are not responsible for User Content in any Community Page and have no duty to monitor such Community Pages or to correct any erroneous statements set forth therein. Information posted may be accessible to anyone with Internet access, and any personal or other information you include in your posting may be read, collected and used by others. You agree that you will use any such Community Page in compliance with all applicable laws and this Agreement. In the event that you violate any provision of this Agreement, in our sole discretion, we reserve the right to terminate your access to or use of the Site, disable your account or access to the Site, and remove all or a portion of User Content, in each case, with or without cause, with or without notice and without refund. We reserve the right, but shall have no obligation, to investigate your use of any community page for any reason, including in order to (a) determine whether a violation of this Agreement has occurred, or (b) comply with any applicable law, legal process or governmental request. We have no obligation to maintain or continue operation of any Community Page, and we may cease operation of, or modify, all or any portion of any such Community Page at any time in our sole discretion and without notice to you.

10. **No Rights in Software.** This is an Agreement for services and access to the Site, and, except as expressly set forth herein, you are not granted a license to any software by this Agreement and nothing on the Site shall be construed to confer any grant or license of any intellectual property rights, whether by estoppel, by implication, or otherwise. You will not, directly or indirectly: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of, or found at or through the Site or the Services or any software, documentation, or data related to the Site or the Services (“Software”); (b) remove any proprietary notices or labels from the Site or the Services or any Software; (c) modify, translate, or create derivative works based on the Site or the Services or any Software; or (d) copy, distribute, pledge, assign, or otherwise transfer or encumber rights to the Site or the Services or any Software.

11. **Compliance with Laws.** The Site and the Services shall only be used for lawful purposes and you shall use the Site and the Services only in compliance with this Agreement, the CAN-SPAM Act and regulations thereunder, and all other applicable U.S., state, local, and international laws in your jurisdiction, including but not limited to (a) applicable policies and laws related to unsolicited emails, spamming, privacy, obscenity, or defamation, copyright and trademark infringement, (b) laws relating to advertising, sales or promotional efforts or practices, redemption, refunds and provision of your Services or services, (c) laws that govern false, unfair and deceptive practices, alcohol or tobacco, health and safety, fire, and hygiene standards, and (d) laws that govern lotteries, sweepstakes, contests and promotions and (e) laws that govern the collection of donations and charitable giving.

12. **FERPA.** AppointLink acknowledges the possibility that certain information about students is contained in records which may be made available to AppointLink and that this information may be confidential by reason of the Family and Educational Rights and Privacy Act of 1974 (20 USC 1232g) (“FERPA”) and related Institution policies. Both parties agree to protect these records in accordance with FERPA and applicable Institution policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other party so that each can perform its respective responsibilities under this Agreement. The Institution is responsible for the accuracy of the information that is shared with AppointLink. Institutions agree to notify AppointLink in the event of a security breach of which it becomes aware.

13. **Monitoring and Removal.** Although we have no obligation to monitor User Content, we may do so and remove any content or prohibit any use of the Site or the Services that we believe may

be in violation of the foregoing or any other provision of this Agreement. You further understand and agree that we have the right to reformat, edit, monitor, reject, block, or remove any of User Content at any time. In no case will the foregoing make us responsible or liable for compliance with any such laws or obligations, for which you remain solely responsible and liable.

14. **Idea Submissions.** If you submit any suggestions, business information, ideas, concepts or inventions or content to us through the Site or otherwise ("Submissions"), you agree such Submission is non-confidential for all purposes and you automatically grant, or warrant that the owner of such content or intellectual property has expressly granted, us a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license, with the right to sublicense, to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display such Submission in any manner or in any media now known or hereafter created.

15. **Termination.** You may terminate your account at any time by contacting AppointLink. Except as specifically set forth herein or on the Site, there are no refunds for any fees paid. YOU ARE SOLELY RESPONSIBLE FOR TERMINATING YOUR ACCOUNT AND THIS AGREEMENT. WE ARE NOT RESPONSIBLE FOR YOUR FAILURE TO PROPERLY TERMINATE YOUR ACCOUNT AND THIS AGREEMENT OR FOR ANY CHARGES OR FEES YOU INCUR AS A RESULT OF YOUR FAILURE TO PROPERLY TERMINATE YOUR ACCOUNT AND THIS AGREEMENT. We may, in our sole discretion, terminate your account or your access to the Site or the Services, disable your account or access to the Site or the Services, remove all or a portion of User Content or data, or put your account on inactive status, in each case at any time, with or without cause, with or without notice and without refund. You hereby release us from any liability to you or any third party because of such termination or action, except that we will refund a pro rata portion of any prepaid amounts if we terminate you without cause. We shall define "cause" in our reasonable discretion. We have the right to terminate any inactive accounts. Upon termination of your account by you or us, this Agreement and any rights or licenses granted to you hereunder, shall immediately terminate. Sections 3, 4, 5, 6, 7, 9, 10, 11, 12, 14, 15, 16, 17, and 18 shall survive any termination of this Agreement.

16. **Indemnification.** You hereby agree to defend, indemnify and hold harmless us and our business partners, third-party suppliers and providers, members of our Network, account providers, licensors, officers, directors, employees, distributors and agents from and against any damages, losses, liabilities, penalties, settlements and expenses (including costs and reasonable attorneys' fees) in connection with any claim or action that (a) arises from any actual or alleged breach by you of this Agreement; (b) arises from User Content, including the content or effects of any messages you distribute, events you host, and other interactions between Registered Users (including, without limitation, claims relating to violations of law, false advertising, injuries, illness, damages, death, taxes); (c) arises from your provision of incomplete or inaccurate information to students; (d) arises from your activities or postings in any Community Page; (e) arises from your use of any third party service; (f) otherwise arises from or relates to your use of the Site or the Services. You agree to provide us with prompt written notice in the event of any such claims or actions. In addition, you acknowledge and agree that we have the right to seek damages when you use the Site or the Services for unlawful purposes, in an unlawful manner, or in a manner inconsistent with the terms of this Agreement, and that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance and/or consequential damages. In the event that we are required to respond to a third party or law enforcement subpoena or court order that is related to your use of the Site or the Services, we may, in our sole discretion, require you to reimburse us for our reasonable expenses associated with complying with such subpoena or order.

17. **Warranty Disclaimer; Remedies; Release.** YOU EXPRESSLY AGREE THAT THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SITE OR THE SERVICES AND ANY RELIANCE BY YOU UPON THE SITE OR THE

SERVICES, INCLUDING ANY ACTION TAKEN BY YOU BECAUSE OF SUCH USE OR RELIANCE, IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT THE USE OF THE SITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SAME. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. NO STATEMENT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US IN ANY MEANS OR FASHION SHALL CREATE ANY WARRANTY NOT EXPRESSLY AND EXPLICITLY SET FORTH IN THIS AGREEMENT. NO CLAIM MAY BE ASSERTED BY YOU AGAINST US MORE THAN 12 MONTHS AFTER THE DATE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NONPERFORMANCE OF THE SITE OR THE SERVICES SHALL BE A REFUND OF FEES PAID FOR THE SERVICES. TO THE EXTENT THE LAW PERMITS, YOU RELEASE US FROM ANY CLAIMS OR LIABILITY RELATED TO (a) ANY CONTENT POSTED ON YOUR SITE OR IN ANY MATERIALS YOU SEND USING THE SITE OR THE SERVICES, AND (b) ANY PROBLEMS THAT MAY ARISE FROM ANY REMOTE ACCESS TO YOUR COMPUTERS OR OTHER SYSTEMS YOU PROVIDE TO OUR PERSONNEL OR AGENTS FOR THE PURPOSE OF TROUBLESHOOTING ISSUES.

18. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL APPOINTLINK OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, BUSINESS PARTNERS, THIRD PARTY SUPPLIERS AND PROVIDERS AND MEMBERS OF OUR NETWORK, ACCOUNT PROVIDERS, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, DISTRIBUTORS OR AGENTS (COLLECTIVELY REFERRED TO FOR PURPOSES OF THIS SECTION AS "APPOINTLINK") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY MONEY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES, EVEN IF APPOINTLINK SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), THE MAXIMUM AGGREGATE LIABILITY OF APPOINTLINK TO YOU ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE APPLICABLE SERVICES IN THE 12 MONTHS PRIOR TO THE ACCRUAL OF THE APPLICABLE CLAIM, LESS ANY DAMAGES PREVIOUSLY PAID BY APPOINTLINK TO YOU IN THAT 12 MONTH PERIOD. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. You agree that AppointLink has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that they reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that they form an essential basis of the bargain between the parties.

19. **Third-Party Websites and Services.** The Site may contain links to websites that are controlled by third parties and access to certain third-party services (including our partners), which may include, without limitation, marketing and advertising services, social bookmarking services, social network platforms, publication and delivery services, payment processing services and other payment intermediaries or websites and members of our network (each, a "Third Party Service"). These links and services are provided to you as a convenience, and we are not affiliated with or responsible for the content, action or performance of any linked website or Third-Party Service and you use such websites or services at your own risk. Any Third Party Service accessed from the Site or the Services is independent from us and we have no control over, and assume no responsibility for, the content, privacy policy, terms

of use and practices of such website or service. Any such Third Party Service may have terms of use and a privacy policy different than ours and you should review the applicable terms and policies, including privacy and data gathering practices, before proceeding. You agree to abide by the terms and conditions of any applicable Third Party Service. Notwithstanding anything set forth herein to the contrary, you will abide by this Agreement regardless of anything to the contrary in your agreement with any third party and you shall not use such Third Party Service to avoid the restrictions set forth in this Agreement. We may terminate any Third Party Service's ability to interact with the Site or any of the Services at any time, with or without notice, and in our sole discretion, with no liability to you or to the third party. We accept no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of, any Third Party Services. In no event shall any reference to any third party or third party product or Third Party Service be construed as an approval or endorsement by us of that third party or of any product or service provided by such third party.

20. **DMCA Notice.** AppointLink reserves the right in its sole discretion to remove any of User Content from the Site for which it has been informed or has reason to believe may infringe a third party's intellectual property right(s). If you believe your copyrighted work has been copied on the Site in a way that constitutes copyright infringement, please notify AppointLink at the Notice address provided in these Terms of Use. You must provide the following information in writing: (i) An electronic or physical signature of a person authorized to act on behalf of the copyright owner; (ii) identification of the copyrighted work that you claim has been infringed; (iii) identification of the material that is claimed to be infringing and where it is located on the Site; (iv) information reasonably sufficient to permit AppointLink to contact you, such as your address, telephone number, and email address; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement, made under the penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner. Please note that this procedure is exclusively for notifying AppointLink that your copyrighted material has been infringed, and the preceding requirements are intended to comply with the Digital Millennium Copyright Act of 1998 (the "DMCA"). AppointLink reserves the right to terminate account holders who are repeat infringers.

21. **Open Positions on Career Pages.** We may list open employment positions on the Site on behalf of a Registered User. Any such postings are for informational purposes only and are subject to change without notice. You should not construe any information on the Site or made available through the Site as an offer for employment, nor should you construe anything on the Site as a promotion or solicitation for employment not authorized by the laws and regulations of your location.

22. **User ID and Password.** You, as a Registered User, are responsible for maintaining the security of your account information, User ID, and password(s). You must keep account information up-to-date and accurate at all times, including a valid email address. You may not transfer or sell your account or User ID to any other party. Keep your password secure. Do not provide your User ID and password information to any party for any reason. You agree that you are fully responsible for any and all activity, liability, and damage resulting from your failure to maintain password confidentiality. You also agree that AppointLink cannot and will not be liable for any loss or damage arising from your failure to keep your password secure. You agree to notify AppointLink immediately in the event of any unauthorized use of your password or any breach of security.

23. **International Use.** In recognition of the global nature of the Internet, you agree to comply with all local rules where you reside or your organization is located regarding online activities, email and the Site or the Services. More specifically, but without limitation, you agree to comply with all applicable laws regarding the transmission of technical data exported to or from the United States or the country in which you reside. The Site or the Services are controlled and operated by us from our offices

within the United States and we make no representation that the Site or the Services are appropriate or available for use in other locations. Please note that any personally identifiable information provided to AppointLink will be transferred to the United States, and will be processed and stored in the United States. Those who access the Site or the Services from other locations do so at their own initiative and risk, and are fully responsible for compliance with all applicable laws in those locations. We do not offer the Site or the Services where prohibited by law.

24. **Miscellaneous.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. We and you agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy. You may not assign any of your rights hereunder. We may assign all rights to any other individual or entity in our sole discretion. You agree to execute any and all documents and take any other actions reasonably required to effectuate the purposes of this Agreement. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective permitted successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever. The titles of the paragraphs of this Agreement are for convenience only and have no legal or contractual effect. Except as expressly set forth herein, no agency, partnership, joint venture, or employment is created as a result of this Agreement, and you do not have any authority of any kind to bind us in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover its costs and attorneys' fees. This Agreement shall be governed by the laws of the State of Missouri, USA and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Missouri, in each case, without regard to its choice or law or conflict of laws provisions. All legal actions in connection with this Agreement shall be brought in the state or federal courts located in St. Louis, Missouri. If you have any questions about the rights and restrictions above, or would like to report any inaccuracies or errors, please contact us by email at inquiries@appointlink.com.

25. **Disclosure.** The services hereunder are offered by AppointLink Holdings, Inc. and Subsidiaries located at 1600 S. Brentwood Blvd., St. Louis, MO 63144.