

# TERMS AND CONDITIONS

## Billing

In the event that Client sets up automatic billing, such automatic billing shall be set up through a 3<sup>rd</sup> party vendor, Stripe. Doctor Search Solutions is not responsible for the 3<sup>rd</sup> party billing practices of Stripe. In the event that Client fails to pay the Subscription Fee, Doctor Search Solutions reserves the right to discontinue the Services.

## Reviews

Doctor Search Solutions does not ascertain the validity of user-submitted reviews or other posts on the Doctor Search Solutions website. Doctor Search Solutions is not responsible for the content of such reviews and reserves the right to maintain or remove such posts as appropriate. In the event Client disagrees with the content of a review, the Client may submit a request to Doctor Search Solutions to remove a post and Doctor Search Solutions will review the request and respond to such requests as soon as practicable.

## Privacy

Doctor Search Solutions does not collect personal or private information from the users of the website. We do not share any data collected from the website with any third party for marketing purposes. Additionally, we will not share any of the data collected from the Client to provide the Services with any third party for marketing purposes.

## Legal Fees

In addition to the Subscription Fee, the Client agrees to pay legal fees incurred in connection with any suit to recover fees due under this Service Agreement.

## Liability

Doctor Search Solution's maximum liability to the Client for any reason shall be limited to the Subscription Fee, except and to the extent finally determined to have resulted from our willful misconduct. Without limiting the foregoing, Doctor Search Solution's liability under this Service Agreement is limited to the actual and direct damages. In no event shall Doctor Search Solutions be liable for any incidental, consequential, special, indirect, punitive or third-party damages or claims, including, without limitation, lost profits or revenue, lost savings, lost productivity, loss of data, loss of use of equipment and loss from interruption of business, regardless of whether the form of action is based upon breach of warranty, breach of contract, negligence, strict liability in tort or any other legal theory.

## Indemnity

The Client agrees to release, defend, indemnify and hold Doctor Search Solutions and its members, managers, officers and employees and the respective heirs, executors, personal representatives, successors, and assigns of each of them harmless from any and all claims which arise from the Client's breach of this Service Agreement or misuse of the Doctor Search Solutions' website.

## Dispute Resolutions

By signing this Service Agreement, you agree that any controversies, issues, disputes or claims ("Disputes") asserted or brought by or on behalf of you shall be RESOLVED EXCLUSIVELY BY BINDING ARBITRATION administered by the American Arbitration Association (the "AAA") in accordance with the Commercial Arbitration Rules of the AAA then in effect; provided, that, by written notice delivered to you prior to or after the initiation of any arbitration claim, Doctor Search Solutions as the defendant in a Dispute may elect (a) that the Dispute shall be resolved pursuant to litigation in an Agreed Court (as defined below) and/or (b) submitted to nonbinding mediation prior to the commencement or continuation of an arbitration claim or lawsuit. If any Dispute is not arbitrated for any reason, (i) any litigation, proceedings or other legal actions related to a Dispute shall be instituted in the courts in the state of the service provider, or if it has jurisdiction, a Federal court in Birmingham, Alabama (the "Agreed Courts") and (ii) the parties, for themselves and their successors and assigns, hereby WAIVE TRIAL BY JURY OF ANY DISPUTE. Each party to this Service Agreement irrevocably submits to the exclusive jurisdiction of the Agreed Courts in connection with any such litigation, action or proceeding. Each party to this Service Agreement irrevocably waives, to the fullest extent permitted by applicable law, any defense or objection it

may now or hereafter have to the laying of venue of any proceeding brought in Agreed Courts, and any claim that any proceeding brought in any such court has been brought in an inconvenient forum. The parties acknowledge that (x) they have read and understood the provisions of this Service Agreement regarding arbitration and (y) performance of this Service Agreement will be in interstate commerce as that term is used in the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and the parties contemplate substantial interstate activity in the performance of this Service Agreement including, without limitation, interstate travel, the use of interstate phone lines, the use of the U. S. mail services and other interstate courier services.

#### **Invalidation**

In the event that any portion of this Service Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this Service Agreement.

#### **Consent to Use**

By signing this Service Agreement, you consent to the use, by Doctor Search Solutions, of subscription information provided to us by you for the purpose of contacting you (whether by mail or other electronic means) with information pertaining to such matters as newsletters of Doctor Search Solutions and affiliated firms, notices of upcoming seminars and promotion announcements, as well as any information we feel would be appropriate and useful to you in our efforts to serve you as a valued client. Your subscription information may not be disclosed or used by Doctor Search Solutions or affiliated firms for any purpose other than per this Service Agreement. This consent will be valid until such time as you inform us otherwise, for the duration of your association with Doctor Search Solutions.