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Click here to view the [LAMMICO Terms of Use](#).

## LAMMICO Privacy Policy

This Privacy Policy generally concerns the purpose and use of information collected via this website or provided to this website.

LAMMICO (“**LAMMICO**”, “**we**”, “**our**”, or “**us**”) strives to maintain the privacy of our insureds, vendors, and other visitors to our website (“you” or “your”). In providing you with an array of services designed to meet your insurance-related needs and other services via the LAMMICO Website, gathering information about you and your practice or business is necessary or convenient for us. By using the LAMMICO Website, you authorize us (as outlined herein) to collect, use and disclose information about you, your practice and business and your usage of this website. This Privacy Policy applies to information collected via the LAMMICO Website. We operate in many different jurisdictions, and this policy describes our intent, not a comprehensive statement or promise of any measures taken and legal compliance.

From time to time, LAMMICO may revise this Privacy Policy by posting a new version on the website. A notice will be displayed when the Privacy Policy is changed. The last revision was on **March 16, 2020**.

### I. What Information We Collect, How We Collect It, & Why We Collect It

The types of personal information that may be gathered by us in connection with your use of this website includes the following (collectively your “**Personal Information**”):

- Your name, address, email address, insurance policy number, employer identity, information about your training, credentials, state license, specialty and other information.
- Information regarding your use of educational or informational materials or services, including the courses or materials you have viewed or accessed.
- If you make a payment via this website, information about the financial transaction may be collected. We do not store credit card information. If you make a payment on our website, we may process financial information through a third party payment processor, but we will not store that financial information.
- We use software tools to monitor website activity. For each visit to our website, we may also collect or track information about your use and your device through technologies such as cookies, web beacons, and log files. These technologies help gather certain information, such as, but not limited to, application and device ID numbers, browser type, the date and/or time stamps associated with your visit, IP address (or proxy server), internet service provider and/or mobile carrier, location, the pages and files viewed, searches, and the operating system and system configuration information. Some of the information collected, whether alone or in conjunction with other information, could be personally identifying to you.

These are some, but not all, of the kinds of information that may be necessary or convenient for us to collect in order to serve your insurance-related needs, or to provide you with other services available via the LAMMICO website. We may collect or track other Personal Information to the extent not in violation of any applicable law. The information may also be used for our security in general and to:

- analyze overall trends that can help us assess and improve your experience
- assess capacity requirements and review compliance with applicable usage terms of use
- help us provide and improve our website and to guarantee its proper functioning and security
- identify future opportunities for development and identify new insured or client opportunities

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We will not use the information we collected for materially different, unrelated, or incompatible purposes without providing you notice. We do not collect information covered by the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) via this website. However, LAMMICO does offer access to LAMMICO’s electronic insurance applications through a website exclusively for prospective and current LAMMICO members (“**eApp**”). eApp allows completion and submission of the application form to LAMMICO online. Depending on the information to be submitted with the insurance application, some protected health information, personally identifiable information, or other Personal Information may be collected via that website. This Privacy Policy applies to the eApp website with some modification to this Privacy Policy, which can be found on that website.

Personal Information may be used or disclosed for various purposes, such as to monitor aggregate activity and trends, to improve site content, to comply with any laws, treaties, rules or regulations or to achieve other business purposes.

When used in the aggregate, the Personal Information is known as “**Aggregate Information**”, which means information that relates to a group or category of individuals, from which individual identities have been removed, that is not linked or reasonably linkable to any individual. Aggregate Information does not mean one or more individual records that have been deidentified.

Notwithstanding any of the foregoing under Section I of this Privacy Policy, “**Anonymous Data**” is data stripped of information that, in itself, directly and readily identifies you. In addition to other rights or licenses that we may enjoy as to the collection, access to or use of information or data about you, you grant us an absolute, unconditional and irrevocable, perpetual, worldwide, royalty-free, non-exclusive right and license (with the right to sublicense) to extract and develop Anonymous Data from any information or data about you in order for us or others to use the Anonymous Data in a database or other collection. You agree that we own such Anonymous Data and, without any restrictions, limitations or encumbrances whatsoever, you hereby unconditionally and irrevocably assign it to us.

## II. Protecting Personal Information

We may use and disclose Personal Information to third parties, as outlined in the **Sharing of Information** section, except to the extent such use or disclosure clearly violates applicable law. We strive to maintain electronic and procedural safeguards to comply with federal and state regulations and guard nonpublic personal information. Although we believe that we have reasonable procedures and technologies in place to protect against unauthorized disclosure of nonpublic personal information, we offer no assurances that our controls and techniques will prevent all unauthorized disclosures or breaches in security. Thus, we cannot guarantee that information posted on, collected by or transmitted to, from, through or for this website will always remain confidential or private.

## III. Sharing of Information

We do not sell your Personal Information to third parties. We may share information with our subsidiaries, affiliated companies, business consultants or other third parties with whom we may do business. We may disclose information about our website users to these parties in connection with their services or in conducting business we view necessary or convenient. For example, producers, insurance agents, and brokers who market and sell our products may have access to the certificates of insurance and may have access to such other information as we view as necessary or convenient in conducting our or their business. Entities that do credentialing may also have access to certificates of insurance. Other persons, such as your office manager or risk manager may have access to your certificates of insurance.

Occasionally, we may do business with, use affiliated companies or retain third parties including, but not limited to, our web server host, website designer, information technology support technicians, auditors or business consultants, or other third parties. Some of these parties may perform various support services for us or provide consulting or other services to us or for our website users. We may disclose information about our website users to these parties in connection with their services or in connection with conducting business.

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We may also disclose your use of, and other information about, educational and informational services for the purpose of reporting it to credentialing, continuing education, certification, licensing, and other healthcare regulating entities. Some credentialing entities require us to submit data through a third party, and we make no warranties whatsoever on behalf of such third parties. Your responsibility is to confirm with your credentialing entity that all credits have been reported.

When we believe a disclosure is, or appears likely, required by law or in answering or otherwise responding to any lawful discovery, investigation or subpoena, we may disclose personal, private, confidential or other information. In cooperation with local, state and federal law enforcement investigations and with local, state and federal regulators, auditors and other governmental agencies or bodies, we may disclose personal, private, confidential or other information, with or without prior notice to you.

#### IV. Cookies, Web Beacons, Log Files and Other Tracking Technologies

We use cookies and similar tracking technologies such as web beacons, tags and JavaScript, alone or in conjunction with cookies, to compile information about the usage of our website and the interaction with emails from us. We or an authorized third party may place a cookie on your browser and/or device, which collects information, including Personal Information, about your online activities when you visit our website. A “**cookie**” is a file that may report user and page activity or other information. Cookies allow us to track usage, determine your browsing preferences and improve and customize your browsing experience.

Among other purposes, cookies may also allow the site to recognize you more quickly. This helps to optimize your time on our website. Most browsers automatically accept cookies by default, but you can usually refuse cookies or selectively accept certain cookies by adjusting the preferences of your browser. If you turn off cookies, some features of this site may not be available to you, and some web pages may not display properly or may otherwise not function as intended. We reserve the right, to the extent not prohibited by applicable law, to use and disclose the information we gather through the use of cookies and the other tracking technologies.

We may also use web beacons on our website and in email communications to improve our website and email communications. For example, we or an authorized third party may place a web beacon in a marketing email that notifies us when a link in the email is clicked and directs you to our website. Our marketing emails will contain an unsubscribe feature. Please note that if you unsubscribe from marketing communications you will still receive important business notification related to your relationship with us, such as information about your insurance policy.

#### V. Text and Image Hyperlinks

Some of the pages on this website provide hyperlinks to other website created, maintained, hosted or sponsored by other organizations. We provide these hyperlinks as a free service, for your convenience, and not as an endorsement, sponsorship or adoption of the views expressed, of the content presented or of the products and services, which may be made available on other sites. Those other sites are not under our control. We neither make nor give any representations, warranties, assurances or other guarantees about the quality, accuracy, reliability, timeliness, confidentiality or privacy policy of those other sites. Third party sites hyperlinked from the website may contain cookies that are collected by the third party site owner and are beyond our control. We do not accept, and do disclaim, any responsibility or liability, whether civil, criminal or otherwise, for damages, losses, fines, injuries, demands, actions or other claims resulting from the use of or reliance on information located on any linked sites or resulting from the content of such sites.

#### VI. Other Information

If you have any questions about this Privacy Policy, you may (A) send us an email at [news@lammico.com](mailto:news@lammico.com) or (B) write to our General Counsel at LAMMICO, One Galleria Blvd, Suite 700, Metairie, LA 70001.

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# LAMMICO Terms of Use

Please read these LAMMICO Terms of Use, which incorporates the LAMMICO Privacy Policy (“**Terms of Use**”). These Terms of Use constitute a legally binding agreement between you and LAMMICO (“**LAMMICO**”, “**we**”, “**our**”, or “**us**”) regarding, among other things, the use of and access to our Website and any information and content found on it and any LAMMICO Proprietary Property.

You agree that these Terms of Use are a two-party agreement between you and us and that these Terms of Use are not a collective or association agreement. You agree that you have no agency or mandate from us and that your access or use of the LAMMICO Website and LAMMICO Proprietary Property does not create any partnership, joint venture or employment relationship between you and us. From time to time, we may revise these Terms of Use. The last revision was on **March 16, 2020**.

Your access or use of the LAMMICO Proprietary Property is governed by the version of the LAMMICO Terms of Use posted on the LAMMICO Website at the time of your access or use. You must review them each time you use or access the LAMMICO Website.

LAMMICO has wholly-owned subsidiaries, Medical Interactive Community, LLC (“**MI**” or “**MI Community**”) and Elatas Risk Partners, Inc. (“**Elatas**”) that operate separate websites. If you access or use any websites operated by a subsidiary, including, without limitation, **medicalinteractive.com** and **elatas.com**, or any content accessible by or through those websites, for such access and use you are governed by the terms of use located on said websites rather than by these Terms of Use; provided, however, that MI is party to the arbitration provisions (Section 16) of these Terms of Use.

If you do not agree to, or understand, these Terms of Use, you must not browse nor access this website further.

To the extent required by the Communications Decency Act of 1996, we notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to content that may be harmful to minors. You affirm that you are over the age of 13, as the LAMMICO Website and the other LAMMICO Proprietary Property are not intended for children under 13.

If you are under 13 years of age, please do not use the LAMMICO Website or LAMMICO Proprietary Property.

## 1. Our Intellectual Property and Other Proprietary Rights

“**Intellectual Property**”, in addition to its ordinary meaning, includes things such as patents, trade secrets, trademarks, copyrights and other proprietary rights, as well as all applications and rights to apply for such things and all rights to renew, maintain, defend and enforce such things. Among other rights reserved, we reserve all rights to preserve the integrity and value of our Intellectual Property. Note that a “**Person**” can be any individual, corporation, limited liability company, trust, partnership (whether general, limited liability or otherwise), association or other entity. The terms “**LAMMICO**”, “**MI**”, “**MI Community**”, “**Medical Interactive Community**”, and “**Elatas Risk Partners**”, are all tradenames, trademarks and service marks of LAMMICO and make up part of the “**LAMMICO Marks**” (which term describes all of our registered and unregistered trademarks, service marks, logos, designs, slogans, brands, brand names, trade dress and trade names as well as other distinctive identification used on or in connection with our website and content). “**LAMMICO Content**” refers to any works of authorship or other content that we own, or which has been licensed to us, including but not limited to, our brochures, policies, procedures, protocols, monographs, guides, courses, manuals, reports, graphs, videos, services, text or other information. Many of our LAMMICO Content are also copyrighted with the U.S. Copyright Office and/or have other proprietary rights.

The term “**LAMMICO Proprietary Property**” describes any or all of (as well as the Intellectual Property rights to) the LAMMICO Marks, LAMMICO Content, and our Website. It also includes (and also includes the Intellectual Property rights to) the design, structure, selection, compilation, assembly, coordination, expression, functionalities,

innovations, ideas, concepts, logos, button icons, applications, look and feel, and arrangement of or in our website and content. Note that any overlap among the definitions of LAMMICO Proprietary Property, LAMMICO Marks, LAMMICO Content or LAMMICO Website expands and does not limit the definitions of those terms.

You agree that we and/or our licensors (and so not you) own the LAMMICO Proprietary Property. All applicable laws apply and protect the LAMMICO Proprietary Property. Any unlawful act to modify or distribute it by or through you (whether through the use of your personal login information or otherwise) or any misuse of the LAMMICO Marks or other LAMMICO Proprietary Property is a material breach of these Terms of Use. Except as expressly allowed by law, you agree not to be involved with any efforts to alter, remove, obscure, mutilate, or conceal any (or any proprietary legends, labels, credits or notices for) LAMMICO Marks or other LAMMICO Proprietary Property.

## 2. LAMMICO License Grant to LAMMICO Content & Account Registration for Registered Areas

We grant you a personal, revocable, limited, non-exclusive, non-transferable license to access and use the LAMMICO Website (“**LAMMICO License**”). Many areas on the LAMMICO Website require registration and login prior to access and use. Your strict compliance with these Terms of Use is a condition of the LAMMICO License, and we may suspend or terminate the LAMMICO License if you do not do so. LAMMICO reserves any and all licenses and rights not explicitly granted to you in these Terms of Use. To the fullest extent permitted by law, title to all LAMMICO Content and other LAMMICO Proprietary Property remains with LAMMICO.

We may, at any time, change the availability of LAMMICO Content or other LAMMICO Proprietary Property without any notice to you. We do not have an obligation to you to continue to provide, support or maintain LAMMICO Content or other LAMMICO Proprietary Property.

## 3. License Restrictions

Unless otherwise expressly stated in these Terms of Use, we do not grant you any license or right to do any of the following with LAMMICO Proprietary Property: (A) modify or distribute it; (B) remove or alter any copyright, trademark or other proprietary notices, legends, credits or labels on it; (C) operate a website or other service displaying, performing, executing or otherwise using any of it; (D) use it for any unauthorized, criminal, fraudulent or illegal purpose or activity; (E) interfere with the proper functioning of it (including, but not limited to, the transmission of any bug, virus, exploit, or other limiting, malicious, disrupting, or disabling instruction, software, or malware); (F) interfere with any other Person's lawful access to, use of, or enjoyment of it; (G) interfere with LAMMICO's operation or management of it; (H) interfere with any security-related or privacy functions or features of it; (I) interfere with any functions or features that secure, restrict, or otherwise manage use of or access to it (including, without limitation, any license management functions or features); or, (J) challenge or otherwise contest the copyright or other proprietary rights of LAMMICO and its licensors to it.

To “**modify**” or “**distribute**” means to modify, translate, adapt, edit, change, create derivative works of, copy, reproduce, distribute, circulate, broadcast, publish, disseminate, transmit, market, perform, lease, rent, sell, resell, sublicense, clone, disassemble, decompile, reverse engineer or otherwise transfer. It also means to upload, post, publish, display, distribute or otherwise disseminate on public bulletin boards, chatrooms, blogs, social media walls or other like media. To “**interfere with**”, in addition to its ordinary meaning, means to compromise, prevent, prohibit, restrict, limit, disable, circumvent, disengage, impede, restrict, meddle with, tamper with, sabotage, disable, corrupt, or disrupt. The restrictions in this Section 3 are in addition to, not in limitation of, the provisions of Sections 5 and 8.

## 4. Personal Login Information and Database Breach Notice

You agree to keep your personal login information, such as your personal login and password associated with your registration or account on our Website, secure and confidential. Such personal login information is personal to you

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and you shall not allow other Persons to use it. If you receive preset login information, you agree to promptly follow the provided instructions to create a different password on the LAMMICO Website.

We are not liable for any harm related to the theft, misappropriation, disclosure, or unauthorized use of the personal login information or your account. Contact us immediately if you become aware of or believe that any unauthorized use of the personal login information or account occurred or may have occurred or if you wish to deactivate the personal login information or your account due to security or privacy concerns. Actual or attempted unauthorized use of or access to areas requiring registration may result in criminal and/or civil prosecution. Success in, or attempts to, access these areas without authorization, as well as any information obtained therefrom, may be given to law enforcement organizations or agencies in connection with any investigation or prosecution of possible criminal or other unlawful activity. But, to be clear, by these Terms of Use we do not undertake any obligation to you to notify law enforcement or other agencies as to any actual or attempted unauthorized use or access of your personal login information or account.

In the event that we maintain any personally identifiable information or other personal or private information (whether personal login information or any other information) about or concerning you (collectively, “**Private Information**”) and LAMMICO is required by law, court order, or other governmental authority to provide you with notice regarding a breach of or compromise in security or privacy of such Private Information, notice will be sent via the email address you provided or updated to us upon the creation of the personal login information or account. Notice will also be posted on the LAMMICO Website.

UNLESS (AND ONLY TO THE EXTENT) AS REQUIRED BY LAW AND EXCEPT AS STATED IN LAMMICO’S PRIVACY POLICY, YOU AGREE THAT LAMMICO IS NOT REQUIRED BY THESE TERMS OF USE TO PROVIDE YOU WITH NOTICE OF ANY BREACH OF OR COMPROMISE IN (OR POSSIBLE OR THREATENED BREACH OF OR COMPROMISE IN) SECURITY OR PRIVACY OR TO COMPENSATE YOU FOR ANY LOSSES, LIABILITIES OR OTHER DAMAGES DUE TO, OR ARISING FROM, ANY BREACH OF OR COMPROMISE IN (OR POSSIBLE OR THREATENED BREACH OF OR COMPROMISE IN) SECURITY OR PRIVACY (WHETHER AS TO LAMMICO’S DATABASES, THE LAMMICO WEBSITE, ANY OTHER LAMMICO PROPRIETARY PROPERTY OR OTHERWISE).

TO THE EXTENT PERMITTED BY LAW, YOU DO HEREBY KNOWINGLY AND WILLINGLY WAIVE (AND FORGIVE, RELINQUISH AND RELEASE LAMMICO AND ITS AFFILIATES FROM) ANY REQUIREMENT OR REMEDY IMPOSED BY LAW, COURT ORDER OR GOVERNMENTAL AUTHORITY TO PROVIDE YOU WITH NOTICE OF ANY BREACH OF OR COMPROMISE IN (OR POSSIBLE OR THREATENED BREACH OF OR COMPROMISE IN) SECURITY OR PRIVACY OR TO COMPENSATE YOU FOR ANY LOSSES, LIABILITIES OR OTHER DAMAGES DUE TO, OR ARISING FROM, ANY BREACH OF OR COMPROMISE IN (OR POSSIBLE OR THREATENED BREACH OF OR COMPROMISE IN) SECURITY OR PRIVACY (WHETHER AS TO LAMMICO’S DATABASES, THE LAMMICO WEBSITE, ANY OTHER LAMMICO PROPRIETARY PROPERTY OR OTHERWISE).

## 5. Compliance & Termination

You agree to abide by all laws and regulations. Failure to do so is cause for us to terminate or suspend your access and use without notice to you and have you pay LAMMICO or others for all direct or indirect losses, LIABILITIES, and damages. You agree not to send, or assist other Persons in sending, numerous unsolicited email or other electronic messages to us. You also agree not to cause or support any disruptive activity (such as a denial of service attack or efforts to overload or disable) on LAMMICO Website, servers, or other networks or computer resources of, or used by, LAMMICO and its affiliates.

We have and reserve the right, to terminate, suspend or restrict your access to or use of any or all of the LAMMICO Website, LAMMICO Content, or other LAMMICO Proprietary Property for cause without any notice to you. “**Cause**” means your actual, imminent or threatened failure (in whole or in part) to perform, observe and comply with any one or more of your covenants, agreements, representations or warranties (or of any one or more of the term or conditions under) these Terms of Use. You may terminate your LAMMICO Account and these Terms of Use at any time by providing LAMMICO thirty (30) days prior notice to us. Such termination is subject to the survivals set forth in Section 15.

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## 6. Responsibility for Use of the Internet and LMMICO Website

You agree that use of the Internet and the LMMICO Website is solely at your risk. We do not warrant or otherwise guarantee the confidentiality, privacy or security of any communication or other material transmitted to or from LMMICO, the LMMICO Website, or LMMICO Proprietary Property over the Internet or other communication network.

## 7. Professional Advice Disclaimer

We provide the LMMICO Website and LMMICO Content for informational purposes only. They are not intended as legal, risk management, insurance, medical, accounting, tax, or other professional advice or other advice whatsoever. They are not intended to substitute for your consulting with your advisors (whether legal, risk management, insurance, medical, accounting, tax, other professional or otherwise). They are not intended to substitute for individualized clinical judgment or establish medical standards of care and are not a substitute for the reasonable discretion of skilled and informed clinicians. Standards of care vary depending on the unique presentation of each patient.

## 8. Third Party Information

You are solely responsible for any communications or transactions you may have with a third party. If content by third parties is made available to you on LMMICO Website or LMMICO Content, you agree that we are merely acting as a conduit for such content. Unless so stated, no endorsement or sponsorship is implied. No guarantee, promotion, representation, warranty or approval of any kind by us of such content or Persons associated with such content is implied.

## 9. Internet Hyperlinks, Advertisements, & Party Interests

Unless expressly stated, third party ads or hyperlinks on LMMICO Website or LMMICO Content do not imply any endorsement, approval, guarantee, sponsorship, or warranty of any kind whatsoever with any such ads or hyperlinks. Thus, you agree not to portray any of the LMMICO Interests or their goods, services, licenses or other content in a false or misleading manner, to use any of the LMMICO Marks without our written consent, or to create a hyperlink in a way that suggests we promote or otherwise sponsor any third party goods or services.

**“LMMICO Interests”** means: (A) LMMICO (B) its affiliates and subsidiaries; (C) directors, managers, owners, insureds, employees, officers, and trustees of LMMICO and its affiliates and subsidiaries; and, (D) the agents, representatives, suppliers, consultants, contractors, advertisers, promotional partners, assignees and licensors of LMMICO and its affiliates and subsidiaries. The term “LMMICO Interests” hereby expressly excludes you. **“Your Interests”** are defined in Section 13.

## 10. WARRANTIES AND DISCLAIMERS

### A. LIMITED EXCLUSIVE WARRANTY TO REPAIR, REPLACE OR REFUND

If we are responsible for any material defect or material error with any LMMICO Content you paid, if any, to use or access, we will take reasonable commercial steps to repair those LMMICO Content. We may provide you with a reasonably equivalent substitute in a format selected by us (**“REPAIR OR REPLACE REMEDY”**). Alternatively, we may terminate your access to and use of LMMICO Content and any substitutes thereof and refund the amount of money you actually paid us for said LMMICO Content. However, in addition to our rights and defenses under other provisions of these Terms of Use, we are not obligated to provide the REPAIR OR REPLACE REMEDY if any of the following are true: (A) LMMICO Content has been modified, misused, abused or damaged in any respect; (B) you did not, within thirty (30) days of your first use of LMMICO Content, provide us with a written request for said

REPAIR OR REPLACE REMEDY; (C) you have used said LAMMICO Content beyond the scope of the LAMMICO License, or in violation of other restrictions, either in these Terms of Use or other terms and conditions associated with LAMMICO Content; or, (D) these Terms of Use are terminated or notice to terminate has been given. EXCEPT AS SET FORTH IN THIS SECTION 10.A., LAMMICO NEITHER MAKES NOR GIVES ANY OTHER WARRANTY WHATSOEVER AS TO THE LAMMICO PROPRIETARY PROPERTY OR THE USE THEREOF.

## B. WARRANTIES & OTHER MATTERS DISCLAIMED

THE TERM “OUR WEBSITE & CONTENT” MEANS LAMMICO WEBSITE AND LAMMICO CONTENT.

EXCEPT AS SET FORTH IN SECTION 10.A., ALL OF OUR WEBSITE & CONTENT ARE ACCESSIBLE, USEABLE AND OTHERWISE PROVIDED "AS IS" AND "AS AVAILABLE." IF YOU BROWSE, NAVIGATE, SEARCH, DOWNLOAD, OR OTHERWISE ACCESS OR USE OUR WEBSITE & CONTENT YOU DO SO AT YOUR OWN DISCRETION AND FULL RISK.

LAMMICO HEREBY FURTHER AND EXPRESSLY DISCLAIMS ANY REPRESENTATION, WARRANTY, PROMISE, AGREEMENT OR OTHER UNDERTAKING WHATSOEVER OF ANY KIND WHATSOEVER AS TO THE FOLLOWING:

(i) THAT OUR WEBSITE & CONTENT (OR THE USE THEREOF) OR ANY INFORMATION THAT MAY BE OBTAINED OR USED BY YOU OR OTHERS FROM OUR WEBSITE & CONTENT ARE: (a) COMPLETE, TRUE, ACCURATE, CORRECT, SUITABLE, TIMELY, APPROPRIATE, RELIABLE, SECURE, PRIVATE, APPLICABLE, USEFUL OR NONINFRINGEMENT OR OTHERWISE FREE OF ERRORS, DEFECTS, OMISSIONS, MISTAKES OR OTHER PROBLEMS; (b) ORIGINAL; (c) FREE OF LIBELOUS OR OTHERWISE DEFAMATORY STATEMENTS OR CONTENT; (d) FREE OF VULGAR, INSULTING, VIOLENT, SCANDALOUS, VIVID, ACUTE, INTENSE, AGONIZING, FORCEFUL, EXTREME, BLOODY, NUDE OR OTHERWISE OFFENSIVE STATEMENTS OR CONTENT; OR, (e) OTHERWISE IN COMPLIANCE WITH LAW;

(ii) THAT ACCESS TO OR USE OF OUR WEBSITE & CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, PRIVATE OR ERROR FREE;

(iii) ABOUT OR CONCERNING THE QUALITY, ACCURACY, CORRECTNESS, COMPLETENESS, APPROPRIATENESS, APPLICABILITY, TRUTHFULNESS, SUITABILITY, RELIABILITY, PERFORMANCE, CONDITION, CAPACITY, SECURITY, PRIVACY, TIMELINESS, STALENESS, USEFULNESS, SAFETY, FUNCTION OR FEATURES OF OUR WEBSITE & CONTENT;

(iv) ABOUT OR CONCERNING THE CONFORMITY OF OUR WEBSITE & CONTENT (OR THE USE THEREOF) TO ANY STATEMENT, SPECIFICATION OR DESCRIPTION OF OR ABOUT OUR WEBSITE & CONTENT (OR ANY USE THEREOF);

(v) THAT OUR WEBSITE & CONTENT (OR YOUR USE THEREOF) ARE INTENDED TO, OR WILL, MEET, MAINTAIN, SATISFY, ACHIEVE OR COMPLY WITH YOUR INTENDED USE OR PURPOSES;

(vi) THAT OUR WEBSITE & CONTENT ARE OR WILL REMAIN UNCHANGED, CURRENT, TIMELY, AVAILABLE OR ACCESSIBLE; OR

(vii) ABOUT OR CONCERNING THE PRESERVATION, STORAGE, ARCHIVING, BACKUP, PROTECTION, PRIVACY OR SECURITY OF, OR THE AVOIDANCE OF, OR PROTECTION AGAINST ANY LOSS OF, CORRUPTION TO, ALTERATION OF, DESTRUCTION OF, DAMAGE TO, DISCLOSURE OF, ACCESS TO OR BREACH IN SECURITY OR PRIVACY AS TO ANY INFORMATION, DATA OR ANY DATABASE.

NO STATEMENT, REPRESENTATION, CLAIM OR OTHER AFFIRMATION OF FACT MADE BY LAMMICO OUTSIDE THE FOUR CORNERS OF THESE TERMS OF USE: (a) MAY BE RELIED UPON BY YOU, OR THIRD PARTIES, IN ANY WAY WHATSOEVER; AND, (b) IS, OR SHALL BE CONSIDERED, ANY REPRESENTATION, WARRANTY, PROMISE, AGREEMENT OR OTHER UNDERTAKING WHATSOEVER. EXCEPT AS STATED IN THESE TERMS OF USE, LAMMICO NEITHER MAKES NOR GIVES ANY REPRESENTATION OR WARRANTY WHATSOEVER THAT LAMMICO OR THE LAMMICO PROPRIETARY PROPERTY ARE COMPLIANT WITH ANY FEDERAL OR STATE STATUTE, LAW OR RULE GOVERNING OR OTHERWISE ADDRESSING THE PROTECTION, SECURITY, PRIVACY, BREACH, BREACH NOTIFICATION OR OTHER MATTERS PERTAINING TO ANY FILES, RECORDS, IMAGES OR OTHER INFORMATION, DATA OR DATABASE, OR THE ACCESS TO OR USE OF SAID FILES, RECORDS, IMAGES OR OTHER INFORMATION, DATA OR DATABASE. ALL REPRESENTATIONS AND WARRANTIES (WHETHER EXPRESS, IMPLIED OR STATUTORY) OF ANY KIND WHATSOEVER ARE HEREBY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING,



WITHOUT LIMITATION, HEREBY DISCLAIMING ANY REPRESENTATION OR WARRANTY OF: MERCHANTABILITY; FITNESS FOR A PARTICULAR USE OR PURPOSE; LACK OF, OR FREE FROM, LATENT, HIDDEN, REDHIBITORY, PATENT OR OTHER DEFECTS; ARISING BY STATUTE OR OTHERWISE IN LAW; ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USE OF OR IN TRADE; AND/OR NONINFRINGEMENT, NON-MISAPPROPRIATION OR NON-VIOLATION OF INTELLECTUAL PROPERTY OR INTELLECTUAL PROPERTY RIGHTS.

NOTWITHSTANDING ANY STATEMENT, DISCLAIMER OR OTHER PROVISION OF THIS SECTION 10.B.: (1) NOTHING IN THIS SECTION 10.B. IS, OR SHALL BE INTERPRETED OR CONSTRUED AS, LAMMICO GRANTING OR OTHERWISE GIVING OR PROVIDING TO YOU ANY LICENSE, RIGHT OR OTHER AUTHORITY WHATSOEVER TO ACCESS OR USE ANY LAMMICO PROPRIETARY PROPERTY; AND, (2) YOU AGREE THAT YOU SHALL NEVER RELY ON, OR SEEK TO RELY ON, THIS SECTION 10.B. AS PROVIDING YOU WITH ANY GRANT, LICENSE, RIGHT, DEFENSE OR OTHER AUTHORITY WHATSOEVER FOR ANY ACCESS TO OR USE OF ANY LAMMICO PROPRIETARY PROPERTY.

## 11. DISCLAIMERS & OTHER LIMITATIONS OF LIABILITY

### A. DEFINITIONS

**“COVERED CLAIMS”** means any and all claims, demands, actions, causes of actions, suits, arbitrations, injunctions, proceedings, investigations, LIABILITIES, obligations, losses, damages (whether compensatory, direct, indirect, consequential, incidental, statutory, reliance, special, enhanced, exemplary, punitive, willful, bad faith or otherwise damages), fines, penalties, assessments, judgments, costs and expenses of any kind or character.

**“LIABILITIES”** means, in addition to its ordinary meaning, liabilities for or related to medical malpractice, negligence, fault, error or omission. **“EXPENSES”** means, in addition to its ordinary meaning, reasonable attorneys' fees, investigatory fees, consultant fees and expert fees. **“ANY KIND OR CHARACTER”** means, in addition to its ordinary meaning, whether sounding in, in the nature of or otherwise arising in, under or by contract, quasi-contract, subrogation, negligence, fault, tort, statute, strict liability or otherwise.

**“COVERED DAMAGES/LIABILITIES”** means, collectively, the following: damages (whether compensatory, direct, indirect, consequential, incidental, statutory, reliance or otherwise); injuries; bodily harm; death; bodily injury; personal injury; disfigurement; loss; fines; investigation, reprimand or censure; loss or suspension of, or failure to obtain, achieve or maintain, professional licenses, accreditations, credits, credentials or certifications; loss or suspension of, or failure to obtain, achieve or maintain, medical or other privileges; and, liability (whether such liability is for or related to negligence, medical malpractice, fault, error or omission or other liability).

**“OTHERWISE DAMAGES”** as used above means, in addition to its ordinary meaning, each of the following: loss of profits, revenue, patronage or business; delay damages; damage to reputation; loss of goodwill; loss or suspension of (or failure to obtain, achieve or maintain) credentials, accreditations, certifications, credits, licensure, professional licenses, medical privileges or other privileges whatsoever; reprimand; censure; and, loss of, destruction of, alteration of, disclosure of or corruption to information, data or any database.

**“LIABILITY CAP”** means FIVE HUNDRED U.S. Dollars (\$500.00). This limit is cumulative, and all payments (including, without limitation, any and all payments to you, your employers, your patients, your employees or other personnel or other third parties) by LAMMICO are aggregated to calculate satisfaction of the liability cap. The existence of multiple claims, losses, LIABILITIES, fines, damages or other COVERED CLAIMS whatsoever does not enlarge the liability cap in any way or manner whatsoever.

**“INFORMATION”** means, in addition to its ordinary meaning, information in the form of (or of, about or concerning) brochures, policies, procedures, protocols, guides, courses, manuals, reports, graphs, videos, services, text, results, analysis, suggestions, studies, clinical trials, monographs, articles, presentations, educational materials (whether in text, audio, video, audio/video or other format or medium), text books, papers, journals, recommendations, references, tips, hints, risk alerts, other alerts or advice.

Any overlap in the definition of **“COVERED DAMAGES/LIABILITIES”** and the definition of **“COVERED CLAIMS”** does not, and shall not, limit the scope, reach or breadth of either of said definitions.

### B. CAP ON DAMAGES

IN ADDITION TO (AND THUS NOT IN LIMITATION OF) LAMMICO'S OTHER RIGHTS, REMEDIES AND DEFENSES IN THESE TERMS OF USE, AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE

CUMULATIVE LIABILITY OF THE LAMMICO INTERESTS FOR ALL COVERED CLAIMS (AND WHETHER BROUGHT OR SUFFERED BY OR AGAINST YOU, YOUR EMPLOYER, YOUR PATIENT, YOUR CLIENT, YOUR CUSTOMER, OR OTHER THIRD PARTIES) WHATSOEVER CAUSED BY, RESULTING FROM, ARISING OUT OF, ASSOCIATED WITH, ATTRIBUTABLE TO, CONCERNING OR RELATED TO THE LAMMICO WEBSITE (OR THE USE THEREOF), THE LAMMICO CONTENT (OR THE USE THEREOF), OR THE LAMMICO PROPRIETARY PROPERTY (OR THE USE THEREOF) (COLLECTIVELY, “**YOUR CLAIMS**”) SHALL NOT EXCEED THE LIABILITY CAP. NOTHING IN THIS SECTION 11.B. SHALL AFFECT YOUR RIGHT FOR INDEMNITY AND DEFENSE UNDER ANY INSURANCE CONTRACT THAT YOU MAY HAVE WITH LAMMICO.

### C. LIMITATION ON LIABILITY & DISCLAIMER OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, THE LAMMICO INTERESTS SHALL NOT BE LIABLE FOR, AND LAMMICO DISCLAIMS ANY AND ALL LIABILITY FOR, ANY CLAIM (EXCEPT A CLAIM AGAINST LAMMICO UNDER, AND LIMITED BY AND IN ACCORDANCE WITH, SECTION 10.A.), LOSS, LIABILITY (INCLUDING, WITHOUT LIMITATION, YOUR PROFESSIONAL LIABILITY FOR ANY BODILY INJURY, PERSONAL INJURY, DISFIGUREMENT OR DEATH TO, OR OF, ANY OF YOUR PATIENTS, CLIENTS OR CUSTOMERS), FINE, DAMAGE OR OTHER COVERED CLAIMS WHATSOEVER FOR, CAUSED BY, RESULTING FROM, ASSOCIATED WITH, ATTRIBUTABLE TO, AS A RESULT OF, CONCERNING OR ARISING FROM OR OUT OF ANY ONE OR MORE OF THE FOLLOWING EVEN IF YOU OR OTHER PERSONS HAVE ADVISED LAMMICO OR ANY OTHER LAMMICO INTERESTS OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES OR OTHER COVERED CLAIMS:

(i) THE USE OF OR INABILITY TO USE THE LAMMICO WEBSITE OR OTHER LAMMICO PROPRIETARY PROPERTY; (ii) THE PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, CONTENT, PRODUCTS, LICENSES OR OTHER RIGHTS, THINGS OR ITEMS CAUSED BY, ASSOCIATED WITH, OR RELATED TO ANY ONE OR MORE FAILURES, ERRORS, OMISSIONS, INTERRUPTIONS, OR OTHER PROBLEMS WHATSOEVER WITH THE LAMMICO PROPRIETARY PROPERTY, OR ANY TRANSMISSIONS, INFORMATION, OR OTHER COMMUNICATIONS WHATSOEVER WITH, BY, THROUGH, TO, OR FROM THE LAMMICO WEBSITE, OTHER LAMMICO PROPRIETARY PROPERTY, OR LAMMICO; (iii) EXCEPT AS STATED IN LAMMICO’S PRIVACY POLICY, UNAUTHORIZED OR AUTHORIZED ACCESS TO, DISCLOSURE OF, ALTERATION OF, LOSS OF OR OTHER DAMAGE WHATSOEVER TO YOUR OR OTHERS’ COMMUNICATIONS, INFORMATION OR DATA; (iv) ANY MATERIALS, INFORMATION, PRODUCTS, CONTENT AND SERVICES CONTAINED IN OR ON, OR ACCESSED BY OR THROUGH, THE LAMMICO WEBSITE (OR THE USE THEREOF) OR OTHER LAMMICO PROPRIETARY PROPERTY (OR THE USE THEREOF); OR, (v) ANY BUG, VIRUS, EXPLOIT, OR OTHER LIMITING, MALICIOUS, DISRUPTING, OR DISABLING INSTRUCTION, SOFTWARE, OR MALWARE OR THE LIKE, WHICH MAY BE TRANSMITTED OR OTHERWISE DELIVERED IN, BY, TO OR THROUGH THE LAMMICO WEBSITE (OR THE USE THEREOF) OR ANY OTHER LAMMICO PROPRIETARY PROPERTY (OR THE USE THEREOF).

## 12. EXCLUSIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, WHERE, AND ONLY IN THOSE CIRCUMSTANCES WHERE, THE LAW OF SUCH JURISDICTIONS MUST BE APPLIED TO THESE TERMS OF USE, ONLY THE ABOVE LIMITATIONS IN SECTIONS 10 AND 11 WHICH ARE LAWFUL IN SAID JURISDICTION WILL APPLY TO YOU AND LAMMICO’S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF SAID JURISDICTION.

## 13. Indemnification

“**Your Interests**” means, collectively (1) your patients, clients, customers and insurers, (2) Your Employers, (3) Your Associates, hospitals, health systems, and medical group practices, (4) patients, clients, customers, employees contractors, officers, managers, directors, owners, principals or agents or representatives of Your Employer or Your Associates, (5) manufacturers, suppliers, vendors or other providers of goods, services, licenses or products to you, Your Employer or Your Associates, and (6) Your Substitutes. “**Your Employers**” includes your employers and other Persons you provide or have contracted to provide your services. “**Your Associates**” include each of your partners,

members, fellows, residents, associates and Persons who practice medicine or provide health care or other services in association with you, your hospital, health system, medical group practice and/or Your Employer. “Your **Substitutes**” include any Person who uses your personal login information in any way or manner whatsoever to access or use the LMMICO Website.

To the fullest extent permitted by law, you shall fully and completely indemnify, protect, defend and hold harmless the LMMICO Interests from, against and with respect to COVERED CLAIMS caused by, arising out of, concerning, associated with, or otherwise related to any one or more of the following (or to the fact, assertion, threat, or allegation of any one or more of the following) (each an “**Indemnified Claim**”):

(A) that the use of or the reliance on any information on LMMICO Website or LMMICO Content by you, Your Substitutes, or anyone to whom you have provided such information has, in any way whatsoever, created, caused or contributed to, any of the following: (i) COVERED DAMAGES/LIABILITIES; (ii) COVERED CLAIMS by, for or against you or Your Interests; or (iii) COVERED CLAIMS suffered or incurred by Your Interests;

(B) that you have breached or otherwise failed to fully and faithfully perform, observe or satisfy any agreement, covenant, representation, warranty, promise or other obligation, commitment or undertaking made or given by you in these Terms of Use;

(C) that you have either: (i) violated, or otherwise failed to comply with or satisfy, any law, rule, regulation or court order or judgment; or, (ii) breached or otherwise failed to fully and faithfully perform, observe or satisfy any agreement, covenant, representation, warranty, promise or other obligation, commitment or undertaking made or given by you to any of Your Interests;

(D) that any information or data of or about (or any database housing, storing or otherwise containing any information or data of or about) you or Your Interests is not, or was not, preserved, stored, archived, backed-up, protected or made secure or private (“**Lack Of Preservation**”); or that there is, or has been, a loss of, corruption to, alteration of, destruction of, damage to, disclosure of, access to, breach in security as to or breach in privacy as to, any such information, data or any such database (“**Loss Of Data**”); provided, that this subpart (D) only applies where a third party asserts COVERED CLAIMS against LMMICO Interests and then only to the extent that you failed, by contract, notice or other lawful means, to lawfully limit the claims of Your Interests for any Lack Of Preservation or Loss Of Data;

(E) that there is or has been access allowed by, or a disclosure or delivery by, LMMICO to any Person to whom you instructed, directed or authorized LMMICO to allow such access or make such disclosure or delivery; provided, that this subpart (E) only applies where a third party asserts COVERED CLAIMS against LMMICO Interests;

(F) that there is or has been a use, or misuse, of any information or data of or about (or any database housing, storing or otherwise containing any information or data of or about) you or Your Interests and where you or Your Interests have delivered, disclosed or otherwise allowed or permitted access to any information or data of or about (or any database housing, storing or otherwise containing any information or data of or about) you or Your Interests; provided, that this subpart (F) only applies where a third party asserts COVERED CLAIMS against LMMICO Interests.

The provisions of Sections 1, 2, 3, 5, 10, 11, 16, 22, and the unnumbered, introductory paragraphs at the beginning of these Terms of Use, and last paragraph of Section II of the Privacy Policy are material cause and consideration for us entering into these Term of Use with you; and, without which, we would not enter into these Terms of Use with you. You represent and warrant that your acceptance, execution and performance of these Terms of Use does not, and shall not, conflict with any other agreement, contract, covenant, charter, undertaking or other commitment of or by you, or to which you are a party or otherwise bound. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROVISIONS OF THIS SECTION 13 ARE ENFORCEABLE AGAINST YOU NOTWITHSTANDING ANY SOLE, WHOLE, PARTIAL, CONTRIBUTORY, STRICT OR COMPARATIVE NEGLIGENCE, FAULT, OMISSION OR ERROR OF LMMICO OR THE OTHER LMMICO INTERESTS.

## 14. Notice

Where we are required or wish to give notice to you, we may provide you with notice through the last known email address you provided to us or through a notice on the LAMMICO Website in your account or otherwise. Any notice you are required or wish to give to us shall be deemed given (A) three business days after mailing by U.S. mail, certified mail, return receipt requested, and addressed as below or (B) one business day after delivering to a nationally known overnight courier service for delivery the following business day.

The notice shall be addressed as to:

**Mrs. Karen Nugent**  
Divisional Vice President  
LAMMICO  
One Galleria Boulevard, Suite 700  
Metairie, Louisiana 70001

with a copy to:

**Mrs. Joan Burmaster**  
Registered Agent  
LAMMICO  
One Galleria Boulevard, Suite 700  
Metairie, Louisiana 70001

## 15. Survival

Your covenants and obligations under, as well as the provisions of, the following Sections herein shall survive any termination, expiration, dissolution, rescission, revocation, cancellation, nullification, voiding, unwinding or otherwise end of these Terms of Use: the unnumbered, introductory paragraphs at the beginning of these Terms of Use and Privacy Policy; the Privacy Policy; and Sections 1, 2 (but only the last paragraph), 3 (but only the last paragraph), 4, 5 (but only the last paragraph), 6 through 9, 10 (except that LAMMICO no longer has any obligation to provide the REPAIR AND REPLACE REMEDY), 11 through 13, 15 through 19, and 22 of these Terms of Use.

## 16. Arbitration and Venue

Any claim, dispute, or controversy arising out of, relating to, or in connection with, directly or indirectly, the LAMMICO Website, other LAMMICO Proprietary Property, these Terms of Use or any MI Matters, as defined herein below, or your engaging, assisting or participating in any of the activities listed in Section 3(A) through 3(J), inclusive, or the formation, existence, creation, modification, performance, enforcement, breach, termination, expiration, extinguishment, dissolution, rescission, revocation, voiding, nullifying, end, validity or interpretation thereof or any provision of these Terms of Use thereof (collectively, "**Arbitration Claims**," which include, without limitation, any claim, dispute, or controversy arising out of, relating to, or in connection with, directly or indirectly, the interpretation, settlement and resolution of the scope of these arbitration provisions) shall be settled by binding, nonappealable arbitration by, on the one hand, you, and, on the other hand, LAMMICO (and also MI as to any claim, dispute, or controversy arising out of, relating to, or in connection with, directly or indirectly, MI Matters), in accordance with the Commercial Rules of the American Arbitration Association (the "**Commercial Rules**") and, to the extent not inconsistent therewith, the Federal Arbitration Act (9 USC §§ 1 et seq.); provided, that the arbitrators shall have no less than the powers granted to arbitrators under the Federal Arbitration Act except as such powers are expressly limited by this Section 16. Arbitration Claims shall be brought solely by you as an individual and not as part of, or as a representative of, a class. The arbitration shall be held in Metairie, Louisiana. Judgment by the arbitration panel may be entered by any court having jurisdiction thereof. The arbitration panel shall be composed of three arbitrators as follows: (1) an attorney with at least ten (10) years' experience in representing one or more companies in their licensing of educational or software content; (2) a present or former executive officer of an insurance company for at least eight (8) years; and (3) the other arbitrator shall be a business person (whether or not a lawyer) with at least ten (10) years' experience in the business of developing or selling online professional education materials or in the business of hosting websites. The arbitration shall be conducted with only such discovery as ordered by the arbitrators (in accordance with the Commercial Rules) or agreed upon by you and LAMMICO (the "**Authorized Discovery**"). As to compelling discovery from a third party, you or LAMMICO or MI if MI is a party to the arbitration, may, if available, take advantage of, and initiate and resort to the use of, any federal or state court jurisdiction or power but solely for and limited to the purpose of obtaining such Authorized Discovery and thus not for any other

purpose. Except as aforesaid, only the Commercial Rules, and not the federal or state law of any jurisdiction in which the arbitration is pending (and also not the federal or state law of any other state), shall govern discovery matters. The arbitrators' award shall be final, binding and nonappealable. The arbitrators' award shall be a "simple" award (which may, but need not, contain orders to perform, do or not do anything) and so shall not have any written reasons or findings of fact. The Twenty-Fourth Judicial District Court of the State of Louisiana as well as the United States District Court for the Eastern District of Louisiana (the "**Preferred Courts**") shall have: (i) exclusive jurisdiction and venue over any action by a party hereto (whether you, LAMMICO or MI if MI is a party to the arbitration) against the other party (whether you or LAMMICO or MI if MI is a party to the arbitration) to nullify, vacate, set aside, revoke, challenge or otherwise contest the arbitrators' award; and, otherwise shall have nonexclusive jurisdiction and venue over any action concerning the enforcement of an arbitration award, or (ii) if, in the unlikely event, arbitration is not permitted by law, then exclusive jurisdiction and venue over all Arbitration Claims which are not permitted to be arbitrated. LAMMICO and MI if MI is a party to the arbitration and you unconditionally and irrevocably submits to the jurisdiction and venue of the Preferred Courts and none of LAMMICO, MI if MI is a party to the arbitration, or you will object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. YOU AND LAMMICO AND MI IF MI IS A PARTY TO THE ARBITRATION, IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING FOR, ARISING OUT OF OR RELATED TO ANY AND ALL ARBITRATION CLAIMS. Except for remedies expressly provided for in these Terms of Use, the arbitration panel shall neither be empowered to award damages in excess of actual damages nor to award punitive damages. Subject to the above, the arbitrators shall have the authority to require specific performance or impose other equitable relief hereunder, as well as imposing money damages and awards of attorneys' fees to the prevailing party.

Notwithstanding the foregoing, each of you, LAMMICO and MI if MI is a party to the arbitration, shall have the right at any time, whether during the pendency of the arbitration or otherwise, to seek any interim injunctive or other temporary or interim equitable relief in either of the Preferred Courts (with the option to seek such redress in such other courts of competent jurisdiction if neither of said Preferred Courts has personal jurisdiction over all relevant parties) to protect confidential materials, data or information or the Intellectual Property or Intellectual Property Rights of either you, LAMMICO, or MI if MI is a party to the arbitration pending, or during the pendency of, the arbitration proceeding.

The term "**MI Matters**" means each of the following: (1) any terms of use, terms of service, license or other contract, agreement, obligation or undertaking which existed at any time between MI and you; (2) any websites (or your use of or access to any websites) which have been, or are now, owned or operated by MI; (3) any account which you have or had with MI; (4) any data or other information which you provided, or caused to be provided, to MI; or, (5) any INFORMATION, deliverables, products, goods, services or offerings of MI.

You acknowledge and agree: (a) that if you have an account with MI or use or access a website owned or operated by MI, you have also accepted and become bound to an arbitration provision for your account with MI or for any use of or access to a website owned or operated by MI (the "**MI Account Arbitration Clause**"); (b) that you want to have, and agree to have, a single arbitration with both LAMMICO and MI; (c) that you will neither assert nor rely on any differences, if any differences there be, between this Section 16 and the MI Account Arbitration Clause so to avoid or thwart having a single arbitration with both LAMMICO and MI or so as to attain separate or different arbitration proceedings with LAMMICO and with MI; and, (d) that you grant all power, authority and direction (as does LAMMICO and MI) to the arbitrators to resolve any differences, if any differences there be, between this Section 16 and the MI Account Arbitration Clause so as to achieve the result of having an arbitration to which you, LAMMICO and MI are parties thereto.

LAMMICO represents and warrants that LAMMICO has the authority and agency to bind MI to, and that MI is bound to, this Section 16 (as well as to any definitions in other parts of these Terms of Use, which are used in this Section 16).

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## 17. Limitation of Actions

To the fullest extent permitted by law, any claim, demand, right, remedy or other cause of action whatsoever related to these Terms of Use or your (or another Person's) access to or use of LAMMICO Proprietary Property must be formally filed by you within one (1) year after such claim, demand, right, remedy or cause of action arose. Otherwise, said claim, demand, right, remedy or other cause of action is hereby forever barred.

## 18. Governing Law and Attorneys' Fees

These Terms of Use and all matters regarding your use of the LAMMICO Website and other LAMMICO Proprietary Property shall be governed by the laws of the State of Louisiana applicable to contracts made and executed and wholly performed in the State of Louisiana, without regard to choice of law principles. This means that Louisiana law will be applied to the interpretation and enforcement of these Terms of Use even for non-Louisiana residents or users. Printed copies of any and all agreements and/or notices in electronic form shall be admissible in any legal, investigative or regulatory proceedings. If you breach these Terms of Use, you shall reimburse us for all reasonable expenses such as costs, reasonable investigatory fees, consultant fees, expert fees and attorneys' fees incurred by us in enforcing any terms or provisions of these Terms of Use related to said breach to the extent we prevail, in the arbitration or otherwise, in the enforcement thereof.

## 19. Waiver and Severability

The failure of or delay by LAMMICO to exercise or enforce any rights in these Terms of Use is not a waiver of such right. LAMMICO, by mere lapse of time, without giving notice or taking other action hereunder, shall not be deemed to have waived any breach by you of any of the provisions of these Terms of Use. Further, LAMMICO's waiver of a particular breach of these Terms of Use by you is not a continuing waiver of such breach or of other breaches of these Terms of Use. If a court of competent jurisdiction or arbitrator(s) ("**Court**") finds any provision of these Terms of Use to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law or, if such is not possible or permitted, then stricken. All other provisions shall remain in full force and effect. To the extent that the Court has the power to reform and conform any provision, the Court is hereby authorized, requested and respectfully directed to reform and conform the invalid, illegal or unenforceable provision into a valid, legal and enforceable provision, as close as possible to the spirit and intent of said provision.

## 20. Use Outside of the United States

LAMMICO NEITHER MAKES NOR GIVES ANY REPRESENTATIONS OR WARRANTIES REGARDING ACCESS OR USE OF THE LAMMICO WEBSITE OR ANY LAMMICO PROPRIETARY PROPERTY OUTSIDE OF THE UNITED STATES. IF YOU USE OR ACCESS THE LAMMICO WEBSITE OR THE LAMMICO PROPRIETARY PROPERTY OUTSIDE OF THE UNITED STATES, YOU DO SO AT YOUR OWN FULL RISK AND ARE RESPONSIBLE FOR COMPLIANCE WITH THE LAWS AND REGULATIONS OF YOUR JURISDICTION AS WELL AS THESE TERMS OF USE.

## 21. Interpretation

These Terms of Use adopt a practice of using parenthetical expressions to clarify or express intent, which are to be enforced the same as any other forms of expression in these Terms of Use. The textual headings are for convenience only shall not have any legal or contractual effect. Any definitions made within these Terms of Use apply to the entire Terms of Use.



## 22. Complete Agreement

These Terms of Use, as well as any, if any, Supplemental Terms of Use that are expressly incorporated by reference to these Terms of Use, supersede any previous communication or proposals regarding any of the above and constitute the entire agreement between you and us relating to the access or use of LAMMICO Website and other LAMMICO Proprietary Property.