

MEDSPACE ONLINE INC.

TERMS OF SERVICE

These Terms of Service (this "Agreement") is a legal agreement between you ("you") and MedSpace Online Inc., a Delaware corporation ("MedSpace", "Company," "we" or "us") governing your access to and use of the MedSpace website (the "Platform").

1. Acceptance of Terms

Please read this Agreement carefully. By creating an account or accessing or using the Platform, you acknowledge that you accept and agree to be bound by the terms of this Agreement. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE PLATFORM.

We may modify this Agreement from time to time. We will notify you by email, through the Platform, or by presenting you with a new version of the Agreement for you to accept if we make modifications that materially change your rights. Your continued use of the Platform after the effective date of an updated version of the Agreement will indicate your acceptance of the Agreement as modified.

2. Scope of Services

The Platform is an online marketplace that enables registered users ("Members") and certain third parties who offer spaces for rent (Members and third parties who offer spaces for rent are "Landlords" and the services they offer are "Landlord Services") to publish such Landlord Services on the Platform ("Listings") and to communicate and transact directly with Members that are seeking to rent a space for their dental services (Members using Landlord Services are "Tenants"). Landlord Services may include the offering of properties for dental businesses for use ("Spaces").

As the provider of the Platform, MedSpace does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Listings or Landlord Services. Landlords alone are responsible for their Listings and Landlord Services. When Members make or accept a lease, they are entering into a contract directly with each other. MedSpace is not and does not become a party to or other participant in any contractual relationship between Members, nor is MedSpace a real estate broker or insurer. MedSpace is not acting as an agent in any capacity for any Member.

MedSpace has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings or Landlord Services, (ii) the truth or accuracy of any Listing descriptions, or other Member Content (as defined below), or (iii) the performance or conduct of any Member or third party. MedSpace does not endorse any Member, Listing or Landlord Services.

If you choose to use the Platform as a Landlord, your relationship with MedSpace is limited to being an independent, third-party contractor, and not an employee, agent, joint venturer or partner of MedSpace for any reason, and you act exclusively on your

own behalf and for your own benefit, and not on behalf, or for the benefit, of MedSpace.

To promote the Platform and to increase the exposure of Listings to potential Tenants, Listings and others, Member Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements.

3. Registration and Eligibility

To use the Platform and to access certain features of the Platform, such as publishing or renting a Space, you will be required to create or update an account ("Account") and will be asked to provide certain personal information, which may include your name, gender, birth date, and e-mail address. This information will be held and used in accordance with our privacy policy, which can be found at [_____] ("Privacy Policy"). You agree that you will supply accurate and complete information to MedSpace, and that you will update that information promptly after it changes.

To create an Account and access the Platform, you must be at least 18 years old and not barred from using the Platform under applicable law. If you are creating an account for a business, organization or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in this Agreement.

You might not assign or otherwise transfer our Account to another party.

4. Terms Specific for Landlords

When creating a Listing through the Platform you must (i) provide complete and accurate information about your Landlord Service (such as listing description, location, availability and any other terms that are listed in your Listing), (ii) disclose any deficiencies, restrictions and requirements that apply and (iii) provide any other pertinent information requested by MedSpace. You are responsible for keeping your Listing information (including availability) up-to-date at all times. Tenant is not responsible for any terms that Landlord has not specifically listed in the Listing.

As a condition to listing the Space, you warranty that the Space has the following: (i) functional dental chair, (ii) X-Ray machine available for Tenant's use and (iii) sterilization room with sterilization equipment available on the premises for Tenant's use ("Landlord's Equipment"). If such Landlord's Equipment breaks or becomes out of order, it shall be the Landlord's responsibility to fix it, and provide the Tenant with working Landlord's Equipment within 3 business days from Tenant's notice to the Landlord of any problem with the Landlord's Equipment.

You are solely responsible for setting a price (including any taxes if applicable, or charges such as cleaning fees) for your Listing ("Listing Fee").

Pictures, animations or videos (collectively, "Images") used in your Listings must accurately reflect the quality and condition of your Landlord Services. MedSpace reserves the right to require that Listings have a minimum number of Images of a certain format, size and resolution.

When you accept or have pre-approved a rent request by a Tenant, you are entering into a legally binding agreement with the Tenant and are required to provide your Landlord Service(s) to the Tenant as described in your Listing when the rent request is made. You also agree to pay the applicable Landlord Fee (as defined below) and any applicable taxes.

MedSpace recommends that Landlords obtain appropriate insurance for their Landlord Services.

If you choose to require a security deposit for your Space, you must specify this in your Listing ("Security Deposit"). Landlords are not allowed to ask for a Security Deposit (i) after a rent has been confirmed or (ii) outside of the Platform.

You represent and warrant that any Listing you post and the renting of, or a Tenant's stay at, a Space will (i) not breach any agreements you have entered into with any third parties, such as homeowners association, condominium, or other agreements, and (ii) comply with all applicable laws (such as zoning laws), tax requirements, and other rules and regulations (including having all required permits, licenses and registrations).

Landlord agrees not to solicit or work with Tenant's customers during the term of the lease with the Landlord and for 12 months thereafter.

5. Terms specific for Tenants

You can rent a Listing available on the Platform by following the respective rent process. All applicable fees, including the Listing Fee, Security Deposit (if applicable), Tenant Fee and any applicable taxes (collectively, "Total Fees") will be presented to you prior to renting a Space. You agree to pay the Total Fees for any rent requested in connection with your MedSpace Account.

Upon receipt of a rent confirmation from MedSpace, a legally binding agreement is formed between you and your Landlord, subject to any additional terms and conditions of the Landlord that apply. MedSpace will collect the Total Fees at the time of the rent request or upon the Landlord's confirmation. For certain Listings, Tenants may be required to pay or have the option to pay in multiple installments.

You understand that a confirmed booking of a Space ("Space Booking") is a limited license granted to you by the Landlord to enter, occupy and use the Space for the duration agreed upon with the Landlord, during which time the Landlord (only where and to the extent permitted by applicable law) retains the right to re-enter the Space, in accordance with your agreement with the Landlord.

You agree that the Landlord will only provide you with the Landlord's Equipment as follows: (i) functional dental chair, (ii) X-Ray machine available for Tenant's use and (iii) sterilization room with sterilization equipment available on the premises for Tenant's use. If such Landlord's Equipment breaks or becomes out of order, it is your responsibility to notify the Landlord of any problem with the Landlord's Equipment, and the Landlord shall provide you with working Landlord's Equipment within 3 business days from your notice.

You agree that it is Tenant's responsibility to have its own dental supply and tools, and any working tools that are needed in order to perform the dentist work. The Landlord will only provide the Tenant with the Landlord's Equipment as described above.

Tenant agrees not to solicit or work with Landlord's customers or any other customers of any other tenant in the premises where the Space is located during the term of the lease with the Landlord and for 12 months thereafter.

You agree to leave the Space at the end of the rental period or such other time as mutually agreed upon between you and the Landlord.

6. Rent Modifications, Cancellations and Refunds

Landlords and Tenants are responsible for any modifications to a rental agreement that they make via the Platform ("Rent Modifications"), and agree to pay any additional Listing Fees, Landlord Fees or Tenant Fees and/or taxes associated with such Rent Modifications.

Tenants can cancel a confirmed lease at any time pursuant to the Listing's cancellation policy set by the Landlord, and MedSpace will refund the amount of the Total Fees due to the Tenant in accordance with such cancellation policy.

If a Landlord cancels a confirmed rent, the Tenant will receive a full refund of the Total Fees for such lease.

7. Damage to Space, Disputes between Members

As a Tenant, you are responsible for leaving the Space in the condition it was in when you arrived. You are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the Space.

If a Landlord claims and provides evidence that you as a Tenant have culpably damaged the Space ("Damage Claim"), the Landlord can seek payment from you for such damage.

8. Diligence and background check

By signing this Agreement the Tenant acknowledges, agrees and understands that the Tenant has done its own background check on the Landlord, reviewed and visited the Space to Tenant's satisfaction or determined not to do so.

Tenant agrees that solely the Landlord is responsible for the existing conditions and operation of the Space.

MedSpace is solely an intermediate and a matching platform. We have not done an independent investigation. MedSpace shall not have any responsibility in connection with the specific terms of the Listing.

9. Taxes

As a Landlord you are solely responsible for determining your obligations to report, collect, remit or include in your Listing Fees any applicable VAT or other indirect sales taxes, occupancy tax, tourist or other visitor taxes or income taxes ("Taxes").

10. Prohibited Activities

You are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Platform. In connection with your use of the Platform, you will not and will not assist or enable others to:

- resell, rent, lease, loan, sublicense, distribute, or otherwise transfer rights to the Platform;
- modify, reverse engineer, decompile or disassemble the Platform;
- copy, adapt, alter, modify, translate, or create derivative works of the Platform without written authorization of MedSpace;
- permit other individuals to use the Platform, including but not limited to shared use via a network connection, except under the terms of this Agreement;
- circumvent or disable any technological features or measures in the Platform for protection of intellectual property rights;
- use the Platform in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction;
- use or access the Platform to compile data in a manner that is used or usable by a competitive product or service;
- use your Account to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages to anyone;
- use your Account to engage in any illegal conduct;
- upload to transmit any communications that infringe or violate the rights of any party;

- upload media of any kind that contain expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with this Agreement and MedSpace's Privacy Policy; or
- upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or this website.
- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms of Service;
- offer, as a Landlord, any Space that you do not yourself own or have permission to make available as a business space or other property through the Platform;
- use the Platform to request, make or accept a rent independent of the Platform, to circumvent any Service Fees or for any other reason. You will not list the Space on any other platform, you will not rent the Space directly or indirectly independently from the Platform during the term of your relationship with MedSpace and for 3 months after the termination of your relationship with MedSpace;
- request, accept or make any payment for Listing Fees outside of the Platform.
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

Any such forbidden use shall immediately terminate your license to use the Platform.

11. Term and Termination, Suspension and other Measures

This Agreement shall be effective until such time when you or MedSpace terminate the Agreement in accordance with this provision.

You may terminate this Agreement at any time by sending us an email. If you cancel your MedSpace Account as a Landlord, any confirmed rental(s) will be automatically cancelled and your Tenants will receive a full refund. If you cancel your MedSpace Account as a Tenant, any confirmed rental(s) will be automatically cancelled and any refund will depend upon the terms of the Listing's policy.

Without limiting our rights specified below, MedSpace may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.

MedSpace may immediately, without notice, terminate this Agreement and/or stop providing access to the Platform if (i) you have materially breached your obligations under this Agreement (ii) you have violated applicable laws, regulations or third party rights, or (iii) such action is necessary to protect the personal safety or property of MedSpace, its Members, or third parties.

12. Limited License to the Platform

We grant you a personal, worldwide, revocable, non-transferable and non-exclusive license to access and use the Platform in accordance with the terms of this Agreement.

All rights, title, and interest in and to the Platform not expressly granted in this Agreement are reserved by MedSpace. If you wish to use the MedSpace's software, title, trade name, trademark, service mark, logo, domain name, MedSpace's Content (as defined below) and/or any other identification with notable brand features or other content owned by MedSpace, you must obtain written permission from MedSpace. Permission requests may be sent to [_____].

13. License to User Content

The Platform enables you to (i) create, upload, send, receive and store content, such as text, photos, audio, video or other materials and information on or through the Platform ("User Content"); and (ii) access and view User Content and any content that MedSpace itself makes available on or through the Platform, including proprietary MedSpace content and any content licensed or authorized for use by or through MedSpace from a third party ("MedSpace Content" and together with User Content, "Collective Content").

The Platform, MedSpace Content, and User Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge and agree that the Platform and MedSpace Content, including all associated intellectual property rights, are the exclusive property of MedSpace and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Platform, MedSpace Content or User Content. All trademarks, service marks, logos, trade names, and any other source identifiers of MedSpace used on or in connection with the Platform and MedSpace Content are trademarks or registered trademarks of MedSpace in the United States and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Platform, MedSpace Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.

You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Platform or Collective Content, except to the extent you are the legal owner of certain User Content or as expressly permitted in this Agreement. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by MedSpace or its licensors, except for the licenses and rights expressly granted in this Agreement.

Subject to your compliance with this Agreement, MedSpace grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and view any Collective Content made available on or through the Platform and accessible to you, solely for your personal and non-commercial use.

You retain all rights to such User Content that you post, share or log in the Platform. By providing your User Content to the Platform, you (a) grant MedSpace a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, publicly display, publicly perform and distribute your User Content in connection with providing and operating the Platform and for MedSpace's promotional purposes, subject to the Privacy Policy; and (b) you agree to indemnify MedSpace and its affiliates, directors, officers, and employees and hold them harmless from any and all claims and expenses, including attorneys' fees, arising from the media and/or your failure to comply with the terms described in this Agreement.

You are solely responsible for all User Content that you make available on or through the Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available on or through the Platform or you have all rights, licenses, consents and releases that are necessary to grant to MedSpace the rights in and to such User Content, as contemplated under this Agreement; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or MedSpace's use of the User Content (or any portion thereof) as contemplated under these Terms will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You will not post, upload, publish, submit or transmit any User Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; or (v) promotes illegal or harmful activities or substances.

MedSpace reserves the right to review all User Content prior to submission to the Platform and to remove any media for any reason, at any time, without prior notice, at our sole discretion.

14. Passwords

You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your Platform passwords or account. It is your sole responsibility to (1) control the dissemination and use of sign-in name, screen name

and passwords; (2) authorize, monitor, and control access to and use of your Platform account and password; (3) promptly inform MedSpace if you believe your account or password has been compromised or if there is any other reason you need to deactivate a password. Send us an email at [E-mail]. You grant MedSpace and all other persons or entities involved in the operation of the Platform the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Platform. MedSpace cannot and does not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using the Platform.

15. Service Fees

MedSpace may charge fees to Landlords ("Landlord Fees") and/or Tenants ("Tenant Fees") (collectively, "Service Fees") in consideration for the use of the Platform. The current Service Fees are as follows:

Tenant's Fees are a one-time fee in the amount of 50% from the monthly Listing Fees (e.g., if the monthly Listing Fees are \$5,000 per month, then Tenant's Fees to MedSpace will be \$2,500). Such Tenant's Fees will be required from the Tenant at the moment a Space Booking is confirmed, in addition to the first month Listing Fees, which will be transferred to the Landlord.

Landlord's Fees are a one-time fee in the amount of 50% from the monthly Listing Fees (e.g., if the monthly Listing Fees are \$5,000 per month, then Landlord's Fees to MedSpace will be \$2,500). Such Landlord's Fees will be subtracted from the first month Listing Fees provided by the Tenant (e.g., when the Tenant provide MedSpace with the first month Listing Fees, for example in the amount of \$5,000 for the first month, then MedSpace will transfer only \$2,500 to the Landlord, after subtracting the Landlord's Fees from this first month Listing Fees. The following monthly payments of the Listing Fees, will be made in full to the Landlord (e.g. \$5,000).

Any applicable Service Fees (including any applicable Taxes) will be displayed to a Landlord or Tenant prior to entering into a lease agreement in connection with certain Listing. MedSpace reserves the right to change the Service Fees at any time, and will provide Members with adequate notice of any fee changes before they become effective. Such fee changes will not affect any lease agreements made prior to the effective date of the fee change.

You are responsible for paying any Service Fees that you owe to MedSpace. Except as otherwise provided on the Platform, Service Fees are non-refundable.

16. Warranty Disclaimer

MedSpace controls and operates the Platform from various locations and makes no representation that the Platform is appropriate or available for use in all locations. The Platform or certain features of it may not be available in your location or may vary across locations.

THE PLATFORM IS PROVIDED “AS IS”, “AS AVAILABLE” AND IS PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, SAVE TO THE EXTENT REQUIRED BY LAW.

MEDSPACE, AND ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (A) THE PLATFORM WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (D) THE RESULTS OF USING THE PLATFORM WILL MEET YOUR REQUIREMENTS; OR (E) THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT, TEXT, IMAGES, SOFTWARE, GRAPHICS OR COMMUNICATIONS PROVIDED BY THIRD PARTIES ON OR THROUGH THE PLATFORM. YOUR USE OF THE PLATFORM IS SOLELY AT YOUR OWN RISK. SOME STATES / COUNTRIES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

17. Limitation of Liability

IN NO EVENT SHALL MEDSPACE, ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES, EMPLOYEES, ADVERTISERS, DATA PROVIDERS OR ANY THIRD PARTIES CONTRIBUTING CONTENT TO THE PLATFORM BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA) WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EQUITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS PLATFORM. IN NO EVENT WILL MEDSPACE’S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PLATFORM EXCEED THE AMOUNTS YOU HAVE PAID TO MEDSPACE FOR USE OF THE PLATFORM OR ONE HUNDRED DOLLARS (\$100) IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO MEDSPACE, AS APPLICABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. MEDSPACE, OR ANY THIRD PARTIES MENTIONED ON THE PLATFORM ARE NOT LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH, CAUSED BY YOUR USE OR MISUSE OF THE PLATFORM.

18. Third Party Services

The Platform may give you access to links to third-party websites, apps, or other products or services (“Third Party Services”). MedSpace does not control Third Party Services in any manner and, accordingly, does not assume any liability associated with such Third Party Services. You need to take appropriate steps to determine whether accessing a Third Party Service is appropriate, and to protect your personal information and privacy in using any such Third Party Services.

19. Your Feedback

We welcome your feedback about the Platform. Unless otherwise expressly declared, any communications you send to us are deemed to be submitted on a non-confidential basis. You agree that we may decide to publicize such contents at our own discretion. You agree to authorize us to make use of such contents for free, and revise, modify, adjust and change contextually, or make any other changes as we deem appropriate.

20. Enforcement Rights

We are not obligated to monitor access or use of the Platform, however, we reserve the right to do so for purposes of operating and maintaining the Platform, ensuring your compliance with this Agreement, and complying with applicable legal requirements. We may disclose unlawful conduct to law enforcement authorities; and pursuant to valid legal process, we may cooperate with law enforcement authorities to prosecute users who violate the law. We reserve the right (but are not required) to remove or disable any content posted to the Platform or access to Platform at any time and without notice, and at our sole discretion, if we determine in our sole discretion that your content or use of the Platform is objectionable or in violation this Agreement.

MedSpace has no liability or responsibility to users of the Platform or any other person or entity for performance or nonperformance of the aforementioned activities.

21. Changes to the Platform

From time to time and without prior notice to you, we may change, expand and improve the Platform. We may also, at any time, cease to continue operating part or all of the Platform or selectively disable certain features of the Platform. Your use of the Platform does not entitle you to the continued provision or availability of the Platform. Any modification or elimination of the Platform or any particular features will be done in our sole and absolute discretion and without an ongoing obligation or liability to you.

22. Indemnity

You agree to defend, indemnify, and hold MedSpace, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of this Agreement, including but not limited to any claims against MedSpace for failure

to investigate the Space prior to the rent, failure to investigate the Landlord and any claims relatinf to the management and operation of the Space or any other claim, that in either way relates to the Tenant, Landlord or the Space listed on the Platform.

23. Miscellaneous

Any dispute arising from this Agreement shall be governed by the laws of the State of California without regard to its conflict of law provisions. SOLE AND EXCLUSIVE JURISDICTION FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE IN AN APPROPRIATE STATE OR FEDERAL COURT LOCATED IN SAN FRANCISCO COUNTY, STATE OF CALIFORNIA AND THE PARTIES UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL.

Any cause of action you may have with respect to your use of the Platform must be commenced within one (1) year after the claim or cause of action arises.

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. A printed version of this Agreement shall be admissible in judicial or administrative proceedings.

No waiver of by MedSpace of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of MedSpace to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.

Upon termination, all provisions of this Agreement, which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers and limitations of liability.

All claims between the parties related to this Agreement will be litigated individually and the parties will not consolidate or seek class treatment for any claim, unless previously agreed to in writing by the parties.

24. Notice and Takedown Procedures

If you believe any materials accessible on or from the Platform infringe your copyright, you may request removal of those materials (or access thereto) from this Platform by contacting MedSpace and providing the following information:

1. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., Platform page) of an authorized version of the work.
2. Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
3. Your name, address, telephone number and (if available) e-mail address.
4. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
5. A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
6. A signature or the electronic equivalent from the copyright holder or authorized representative.

In an effort to protect the rights of copyright owners, MedSpace maintains a policy for the termination, in appropriate circumstances, of subscribers and account holders of the Platform who are repeat infringers.

Questions and Comments

If you have any comments or questions on any part of the services or any part of this Terms of Service, please feel free to contact us at [_____].