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We may amend this agreement at any time by posting the amended terms on www.BoardVitals.com (the "Site"). Except as stated below, all amended terms shall be effective 30 days after they are initially posted on our site. Upcoming changes will also be posted on this page.

In this Agreement, "you" or "your" means any person or entity subscribing to and/or using the service ("Users"). Unless otherwise stated, "Board Vitals, Inc.", "we," or "our" will refer collectively to Board Vitals, Inc.

Registering with BoardVitals makes you eligible to receive our future offers and promotions.

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We respect the privacy of the patients and physicians involved in the creation of the questions. You are expressly prohibited from asking as to the identities of the patients or the physicians writing the questions.

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In the event that you breach any term of this Agreement, Board Vitals, Inc. may in its sole discretion terminate this Agreement, your access to the site, and its provision of services to you without refund, and Board Vitals, Inc. reserves the right to seek all remedies available by law and in equity for such breaches.

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Governing Law
This agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, representations, statements, and undertakings, oral or written, are hereby expressly superseded and canceled. This agreement is governed by the internal substantive laws of New York State in the United States of America, without respect to its conflict of laws principles. Jurisdiction for any claims arising under this agreement shall lie exclusively with the state or federal courts within New York County, New York in the United States of America. Any defense of lack of personal jurisdiction, improper venue, or forum non conveniens is hereby waived. If any provision of this agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this agreement, which shall remain in full force and effect. No waiver of any term of this agreement shall be deemed a further or continuing waiver of such term or any other term.

Should you have any questions regarding this agreement, you may contact Board Vitals, Inc. (info@BoardVitals.com) at any time.

https://boardvitals.com/terms-and-conditions

02/04/2016
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Hi Sarah,

The proposed amendments are acceptable. Please let me know if you need anything else, and thanks for being a customer!

Dan Lambert
801-400-8480

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Daniel from BoardVitals

On Wed, Feb 10, 2016 at 02:16 PM, "Wall, Sarah" <walsar@musc.edu> wrote:

Good Afternoon,

Attached you will find a copy of the above terms and conditions that have been reviewed by the Medical University of South Carolina (MUSC) Legal Department. There were certain items that MUSC could not agree with. Please review and advise if the strikethroughs are acceptable to Board Vitals, Inc.

If there are any concerns please contact me at walsar@musc.edu or phone (843) 792-4521.

Respectfully,

Sarah C. Wall
Administrative Coordinator I
PCard Program Administrator
University Purchasing
Medical University of SC
19 Hagood Avenue
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