



VaxCare's Online Terms of Use

Last revised: July 23, 2024

These terms and conditions of use ("Terms of Use") govern your use of our online interfaces and properties owned and controlled by VaxCare, LLC ("VaxCare", "we" or "us"), including the www.vaxcare.com website, our mobile applications, and anywhere else these Terms of Use are posted (collectively, the "Site"), and the services available to users through or in connection the Site, including our vaccine management solution software, and/or other communication channels under our control such as email, telephone, text, or social media ("Services"). Your compliance with these Terms of Use is a condition to your use of the Site.

These Terms of Use hereby incorporate by reference any additional terms and conditions posted by VaxCare through the Services, or otherwise made available to you by VaxCare. If you do not agree to be bound by the Terms of Use, promptly exit this Site. Please consult our Privacy Policy for a description of our privacy practices and policies. If you are a VaxCare partner or a healthcare provider user of the Site, your use of the Site and Services is subject to the Terms of Service between your organization and VaxCare. In the event of any conflict between such Terms of Service and these online Terms of Use, the Terms of Service shall apply.

PLEASE READ THESE TERMS CAREFULLY AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND VAXCARE.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS SET FORTH IN SECTION 13 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS OR CLASS ACTIONS OF ANY KIND.

VaxCare is not responsible for any professional advice you may receive from healthcare providers who utilize the Site or Services.

BY USING THE SERVICES, YOU AFFIRM THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OF AGE (OR THE AGE OF MAJORITY).

1. Changes

We may change these Terms of Use from time to time by notifying you of such changes by any reasonable means, including by publishing revised Terms of Use on the Site. Any such changes will not apply to any dispute between you and us arising prior to the date on which we published the revised Terms of Use incorporating such changes or otherwise notified you of such changes.

Your use of the Services following any changes to these Terms of Use will constitute your acceptance of such changes. The "Last Updated" legend above indicates when these Terms of Use were last



changed. We may, at any time and without liability, modify or discontinue all or part of the Services (including access to the Services via any third-party links) or charge, modify, or waive any fees required to use the Services.

2. Jurisdiction

The Services are controlled and/or operated from the United States and are not intended to subject VaxCare to any non-U.S. jurisdiction or law. The Site is directed only to residents of the United States. The Services may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Services is at your own risk, and you must comply with all applicable laws, rules, and regulations in doing so. We may limit the availability of the Services at any time, in whole or in part, to any person, geographic area, or jurisdiction that we choose.

3. Ownership of the Site

All pages within this Site and any material made available for download are the property of VaxCare, or its licensors or suppliers, as applicable. The Site is protected by United States and international copyright and trademark laws. The contents of the Site, including without limitation the files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through this Site ("Content") may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized or approved in writing by VaxCare. You may not frame or utilize framing techniques to enclose, or deep linking to, any name, trademarks, service marks, logo, Content or other proprietary information (including; images, text, page layout, or form) of VaxCare without our express written consent. You may not use Content in connection with any product or service that is not ours, or in any manner that is likely to cause consumer confusion. Nothing contained on the Site should be construed as granting any right to use any Content without the express prior written consent of the owner.

4. Electronic Communications

When you use any VaxCare Service, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically, which may include emails, text messages, voice calls, and push notifications ("Communications"). Voice calls and text messages (if you opt in to receive text messages) will be to the phone number you have supplied in your user account.

Communications from or on behalf of VaxCare may include but are not limited to: operational communications concerning your user account or use of VaxCare's Services; informational communications concerning your user account or use of VaxCare's Services; informational communications concerning shipping, your payment method on file, your insurance information, and



reminders to complete your user account setup; and marketing content. Your agreement to receive Communications is not a condition of any purchase. You agree that (a) all agreements and consents can be signed electronically and (b) all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notices and other communications be in writing.

5. Site Access, Security and Restrictions; Passwords

If you create an account for the VaxCare Site, you agree to complete the registration process by providing current, complete, and accurate information as required by VaxCare. You are responsible for all activities that occur under your account. In the event access to the Site or a portion thereof is limited requiring a user ID and password ("Protected Areas"), you agree to access Protected Areas using only your user ID and password as provided to you by VaxCare. You agree to protect the confidentiality of your user ID and password, and not to share or disclose your user ID or password to any third party. You agree that you are fully responsible for all activity occurring under your user ID. Your access to the Site may be revoked by VaxCare at any time with or without cause. You agree to defend, indemnify and hold VaxCare harmless from and against all third party claims, damages and expenses (including reasonable attorneys fees) against or incurred by VaxCare arising out of your breach of these Terms of Use or violation of applicable law, your use or access of the Site, or access by anyone accessing the Site using your user ID and password.

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; or (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Site or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law. If you are under 18, you may use the Services only with involvement of a parent or guardian.

You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Site, deep-link to any feature or content on the Site, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

Violations of system or network security may result in civil or criminal liability. VaxCare will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site.

You may not

- post, transmit, or otherwise make available through or in connection with the Services any materials that, in our discretion, we deem to be: (a) threatening, harassing, degrading, hateful, or intimidating or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous,



- fraudulent, or otherwise tortious; (c) obscene, indecent, pornographic, or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy, or any other proprietary right, without the express prior written consent of the applicable owner;
- post, transmit or otherwise make available through or in connection with the Website any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a "Virus");
 - allow, enable, or otherwise support the transmission of unsolicited or unauthorized advertising, junk or bulk email (SPAM), chain letters, letters relating to a pyramid scheme, or any other unsolicited commercial or non-commercial communication;
 - use the Site for any commercial purpose or for any purpose that is fraudulent or otherwise unlawful;
 - create a false identity for the purpose of misleading others, impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
 - harvest or collect information about users of the Site; or
 - interfere with or disrupt the operation of the Site or the servers or networks used to make the Website available, including by hacking or defacing any portion of the Site; or violate any requirement, procedure or policy of such servers or networks.

We reserve the right to investigate any transactions, activity, or interaction with our Site or Services that we believe, in our sole discretion, is abusing or has abused the Terms or Use. We reserve the right to cancel any order, shipment, consultation, and/or terminate any user account that we believe, in our sole discretion, is abusing or has abused the Terms or Use, including, without limitation, by engaging in a pattern of creating multiple accounts. Any failure to comply with these Terms of Use, any fraud or abuse, or any misrepresentation of any information furnished to VaxCare by you or anyone acting on your behalf may result in the termination of your user account. If VaxCare has any reason to suspect fraudulent activity is associated with your user account, VaxCare reserves the right to delay or withhold Services. Any suspected or actual cases of fraud activity will be escalated and reviewed in accordance with our fraud process. VaxCare decisions are final.

6. Medical Emergencies

IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL "911" IMMEDIATELY.

THE CONTENT OF THE SITE AND THE SERVICES, INCLUDING WITHOUT LIMITATION, TEXT, COPY, AUDIO, VIDEO, PHOTOGRAPHS, ILLUSTRATIONS, GRAPHICS AND OTHER VISUALS, IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT OR RECOMMENDATIONS OF ANY KIND. YOU SHOULD ALWAYS SEEK THE ADVICE OF YOUR QUALIFIED HEALTHCARE PROFESSIONALS WITH ANY QUESTIONS OR CONCERNS



YOU MAY HAVE REGARDING YOUR INDIVIDUAL NEEDS AND ANY MEDICAL CONDITIONS. ANY DOCTOR-PATIENT RELATIONSHIP IS BETWEEN YOU AND THE HEALTHCARE PROVIDER YOU SELECT.

7. Accuracy and Integrity of Information

Although VaxCare attempts to ensure the integrity and accuracy of the Site, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Site and Content thereon. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform VaxCare so that it can be corrected. Information contained on the Site may be changed or updated without notice. Additionally, VaxCare shall have no responsibility or liability for information or Content posted to the Site from any non-VaxCare affiliated third party.

8. Links to Other Sites

VaxCare makes no representations whatsoever about any other website that you may access through this Site. When you access a non-VaxCare site, please understand that it is independent from VaxCare, and that VaxCare has no control over the content on that website. In addition, a link to a non-VaxCare website does not mean that VaxCare endorses or accepts any responsibility for the content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk.

9. User Information

If you submit, upload, post or transmit any health information, medical history, conditions, problems, symptoms, personal information, consent forms, agreements, requests, comments, ideas, suggestions, information, files, videos, images or other materials to us or our Site ("User Information"), you agree not to provide any User Information that (1) is false, inaccurate, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets or intellectual property rights of any person or entity, or (3) contains or transmits a virus or any other harmful component. You further represent and warrant that all User Information is and will remain accurate and complete and that you will maintain and update such information as needed. By providing this User Information in connection with your use of the Site, you represent and warrant that you have all rights, consents and licenses necessary to transmit and provide access to such User Information to VaxCare and to permit VaxCare to use such User



Information as contemplated herein, including in connection with the provision of the Services by or on behalf of VaxCare and that use of the User Information by VaxCare as contemplated herein does not and will not infringe, misappropriate, or otherwise violate any intellectual property rights or any privacy or other rights of any third party, or violate any applicable law. You agree not to contact other site users through unsolicited e-mail, telephone calls, mailings or any other method of communication.

You grant VaxCare a non-exclusive, worldwide, royalty-free, transferable, irrevocable, sublicensable (through multiple tiers), fully paid up right and license to use, reproduce, modify and otherwise exploit the User Information for the following purposes:

- to provide the Services to you and to operate the Site in connection with your authorized use; and
- to maintain, support, enhance and improve the Site and the Services, including by performing analytics and analyzing, generating and extracting usage data, and such right to maintain, support, enhance and improve the Site and the Services will be perpetual and irrevocable, and shall survive the termination of these Terms of Use.

You also acknowledge and agree that VaxCare may use de-identified User Information for any lawful purpose.

You may provide suggestions, comments, and feedback to VaxCare regarding the Site and the Services, including but not limited to, usability, feature requests or enhancement, content, performance, operation, output, bug reports and test results (the "Feedback"). You agree that VaxCare may use, disclose, reproduce, analyze and otherwise exploit the Feedback for any lawful purpose, including to improve and develop the Site and the Services, without any obligation to you.

VaxCare maintains commercially reasonable administrative, technical and organizational measures and procedures designed to ensure a level of security appropriate to protect User Information in VaxCare's possession or under its control, against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access. Please note, however, that no method of transmission over the Internet or method of electronic storage is 100% secure. All User Information that you submit is subject to our Privacy Policy. If you are a patient user, when you interact with a healthcare provider, the privacy of the information that you give to the healthcare provider will be subject a separate Privacy Policy or Notice of Privacy Practices of that healthcare provider, and the information you provide to VaxCare will be subject to our Notice of Privacy Practices.

You agree to defend, indemnify and hold VaxCare harmless from and against all third party claims, damages and expenses (including reasonable attorneys' fees) against or incurred by VaxCare arising out of any User Information you upload to or transmit through the Site.

10. Claims of Copyright Infringement

VaxCare respects the intellectual property rights of others and expects its users to do the same. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who



believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that your work has been copied in a manner that constitutes copyright infringement, you (or your agent) may send to VaxCare a written notice by mail or email, requesting that VaxCare remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to VaxCare a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices must be sent in writing to VaxCare by mail to the address below. We suggest that you consult your legal advisor before filing a DMCA notice or counter-notice.

VaxCare, LLC
Attention: Legal Department
3113 Lawton Rd
Suite 250
Orlando, Florida 32803
Email: info@vaxcare.com

11. Disclaimer of Warranties

VAXCARE DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. VAXCARE DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE.

YOU UNDERSTAND AND AGREE THAT ANY INFORMATION OR SERVICES OBTAINED THROUGH THE USE OF THE SITE ARE OBTAINED AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS FROM THE USE THEREOF. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM VAXCARE OR THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, SITE-RELATED SERVICES, AND LINKED WEBSITES. VAXCARE DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACKUP AND SECURITY.

ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH VAXCARE, ITS AFFILIATES AND RESPECTIVE



SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE "AFFILIATED ENTITIES"), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

12. Limitation of Liability Regarding Use of Site

VAXCARE AND ANY THIRD PARTIES MENTIONED ON THIS SITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VAXCARE SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE ACTS OR OMISSIONS OF THE HEALTHCARE PROVIDER(S) THAT YOU CHOOSE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, AND/OR LINKED WEBSITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH VAXCARE AND THE AFFILIATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

Applicable law in certain states may not allow for limitations on certain implied warranties, or exclusions or limitations of certain damages; solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions or limitations of liability may not apply to you, and you may have certain additional rights.

13. Dispute Resolution & Arbitration; Governing Law

- a. **Generally. In the interest of resolving disputes between you and VaxCare in the most expedient and cost-effective manner, and except as described in Section 13(b), you and VaxCare agree that every dispute arising in connection with these Terms of Use will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitrators can award damages and other relief that is binding upon the parties, but arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms of Use, your use of the Services, and our communications with you, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms of Use. YOU UNDERSTAND AND AGREE THAT, BY AGREEING TO THESE TERMS OF USE, YOU AND VAXCARE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**



IF YOU DO NOT WISH TO RESOLVE DISPUTES BY BINDING ARBITRATION, YOU MAY OPT OUT OF THE PROVISIONS OF THIS SECTION WITHIN 30 CALENDAR DAYS AFTER THE DATE THAT YOU AGREE TO THESE TERMS BY SENDING A LETTER TO VAXCARE AT THE ADDRESS IDENTIFIED IN SECTION 10. IN ORDER TO BE EFFECTIVE, THE LETTER MUST BE RECEIVED BY VAXCARE WITHIN 30 CALENDAR DAYS OF YOUR ACCEPTANCE OF THESE TERMS OF USE AND YOUR LETTER MUST SPECIFY: YOUR FULL LEGAL NAME, YOUR CURRENT RESIDENTIAL ADDRESS, THE EMAIL ADDRESS ASSOCIATED WITH YOUR USER ACCOUNT ON THE SERVICE, AND A STATEMENT THAT YOU WISH TO OPT OUT OF ARBITRATION (“OPT-OUT NOTICE”).

- b. Exceptions.** Despite the provisions of Section 13(a), nothing in this Agreement will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in a court of law to compel or enforce arbitration; or (iv) to file suit in a court of law to address an intellectual property infringement claim.
- c. Arbitrator.** Any arbitration between you and VaxCare will be conducted under the Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by these Terms of Use. The AAA Rules and filing forms are available online at www.adr.org/consumer, by calling the AAA at 1-800-778-7879, or by contacting VaxCare. The arbitration will be before a single arbitrator selected pursuant to the AAA Rules. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, arbitrability, or enforceability of this binding arbitration agreement.
- d. Notice of Arbitration; Process.** A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“Notice of Arbitration”). VaxCare’s address for Notice of Arbitration is identified in Section 10. The Notice of Arbitration must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (“Demand”). The parties shall make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or VaxCare may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing.
- e. Fees.** Any arbitration hearing will take place at a location to be agreed upon in Orange County, Florida, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephone or virtual hearing; or (iii) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the material findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and



reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

- f. **No Class Actions. YOU AND VAXCARE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. Further, unless both you and VaxCare agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, consolidated, or class proceeding.**
- g. **Modifications to this Arbitration Provision. If VaxCare makes any future change to this arbitration provision, other than a change to VaxCare's address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to VaxCare's address for Notice of Arbitration.**
- h. **Enforceability. If Section 13(f) is found to be unenforceable or if the entirety of this Section 13 is found to be unenforceable, then the entirety of this Section 13 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 13(i) will govern any action arising out of or related to this Agreement.**
- i. **This Agreement is governed by the laws of Florida without regard to conflict of law principles. You and VaxCare submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Orange County, Florida for resolution of any lawsuit or court proceeding permitted under these Terms of Use.**

14. Revisions; General

These Terms of Use are effective until terminated. VaxCare reserves the right, in its sole discretion, to terminate your access to all or part of this Site, with or without cause, and with or without notice. In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. These Terms of Use constitute the entire agreement between VaxCare and you pertaining to the subject matter hereof. In its sole discretion, VaxCare may from time-to-time revise these Terms of Use by updating this posting. You should, therefore, periodically visit this page to review the current Terms of Use, so you are aware of any such revisions to which you are bound. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within this Site.