

**1. Tell us about your company**

Type of Ownership

Partnership    Corporation    Proprietorship    LLC  
(Circle one - attach list of partners/members)

Trade/Business Name \_\_\_\_\_

"Buyer"

Address 1 \_\_\_\_\_

Attach Business Card or Complete

Address 2 \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Cell Phone \_\_\_\_\_

Have you purchased from MVAP before? Where \_\_\_\_\_

Estimated Monthly Purchase \_\_\_\_\_

Year Business Started \_\_\_\_\_

Federal Tax I.D. # \_\_\_\_\_

If Tax Exempt-Attached Certificate

Do You Issue a Purchase Order? Yes \_\_\_\_\_ No \_\_\_\_\_

Person to Contact Regarding Accounts Payable:

At Phone: \_\_\_\_\_

**Owners and/or Officers Information:**

Name: \_\_\_\_\_ Title \_\_\_\_\_

SSN# \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date of Birth \_\_\_\_\_ County \_\_\_\_\_

Driver's License # \_\_\_\_\_

**Bank Information:**

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

**Major Trade References:**

Reference 1 \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Reference 2 \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

**Agreement:**

Buyer authorizes all persons, institutions, organizations, companies, and credit reporting agencies to furnish all pertinent information including commercial and consumer credit reports, requested from time to time by MVAP. The undersigned and Buyer, if different, each warrant that the information given is true and correct under penalty of perjury. The extension of credit hereunder, the amount of credit and the cancellation or reduction of credit shall be within the sole discretion of MVAP. Buyer agrees to be bound by MVAP's Credit Agreement - Terms and Conditions, and Terms of Use and acknowledges receipt thereof. Each undersigned individual who is either a partner of the Buyer as credit applicant or a sole proprietorship of the Buyer as credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the buyer, hereby consents for and authorizes MVAP to obtain and use the consumer credit reports for each undersigned individual, from time to time as maybe needed, to evaluate the credit of Buyer.

**2. This Agreement includes the MVAP Credit Agreement - Terms and Conditions attached hereto and incorporated herein by this reference. By your signature below, you are binding the Buyer to all of the Terms and Conditions as well as the Terms of Use on the MVAP web site.**

Signature \_\_\_\_\_

Print \_\_\_\_\_ Date \_\_\_\_\_

**3. Personal Guaranty**

I (we) the undersigned understand that the information furnished you is for the purpose of obtaining credit from your company, that I am (we are) authorized, in my (our) capacity, to bind my (our) company accordingly. I (we) the undersigned, hereinafter referred to as guarantors, do jointly, severally and unconditionally guarantee and promise to promptly pay when due any and all indebtedness of Buyer to MVAP, together with any late payment charge that may accrue thereon, regardless of how such indebtedness is incurred, whether such indebtedness is direct or indirect, absolute or contingent, due or to become due, or exists now or arises hereafter. In addition, the Guarantor(s) agree to pay all costs of collection, legal expenses and attorney's fees paid or incurred by MVAP in the collection of Buyer's indebtedness and in enforcing this Guaranty. The foregoing indebtedness, principal interest, costs, expenses and fees are referred to throughout as the "indebtedness." Each undersigned guarantor agrees to be bound by MVAP's Terms and Conditions. Each undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this Guaranty, hereby consents for and authorizes MVAP to obtain and use consumer credit reports for each undersigned, from time to time as may be needed to evaluate the credit of Buyer and or the undersigned.

**Guarantor(s)**

Complete Legal Name:

By: \_\_\_\_\_

Signature

Date

Name \_\_\_\_\_

First

M

Last

Home Address \_\_\_\_\_

City

State

Zip

Phone: \_\_\_\_\_ SSN# \_\_\_\_\_

Complete Legal Name:

By: \_\_\_\_\_

Signature

Date

Name \_\_\_\_\_

First

M

Last

Home Address \_\_\_\_\_

City

State

Zip

Phone: \_\_\_\_\_ SSN# \_\_\_\_\_

I have read and agree to the Terms and Conditions:

**Once completed, please email to:  
creditdepartment@mvapmed.com**

# MVAP MEDICAL SUPPLIES, INC.

## Terms and Conditions of Use

MVAP Medical Supplies, Inc. ("MVAP") provides this web site as a service to you in order to purchase products subject to the following Terms and Conditions of Use ("Terms"), which may be updated by MVAP from time to time without notice. By signing up, accessing, or using the site, or any of the services or features contained therein, the user agrees that they have read, understood, and agree to be bound by these Terms. MVAP, and its affiliates (herein collectively referred to as "MVAP", "we," "us," or "our," except where noted), operates and owns this Web site. As used hereinafter, the terms "Buyer", "user", "User", "You", "you", "Your", "your", and "the customer" shall be synonymous and shall refer to the person or business entity (or agents, employees, authorized representatives, affiliates, or anyone acting on their behalf) that is accessing the web site and/or purchasing products herein.

1. Delivery/Shipping:

We will process and ship your order within one business day unless otherwise instructed. Occasionally, due to demand we may not have your entire order in stock. If this happens we will ship what is in stock and ship the back-ordered product as soon as it arrives unless otherwise instructed. Special delivery is available at an additional cost. Please specify at the time of ordering. All shipping charges will be added to your invoice.

2. Payment Terms:

A. Buyer shall pay each invoice in full in accordance with the terms of the particular order, invoice, or other shipping document, with or without Buyer's signature. Unless otherwise specified, all invoices are due and payable 30 days from the date of invoice. In the event Buyer submits written purchase orders, any and all terms contained therein shall be superseded by the terms of this Agreement and any MVAP invoice in the event of a conflict. In the event Buyer fails to make payment when due, Buyer shall pay, in addition to the invoice amount, the applicable late payment charge indicated below for the State where the pertinent MVAP Branch is located. MVAP reserves the right to change such charges from time to time in its sole discretion and without notice. MVAP accepts MasterCard, Visa and American Express credit cards.

State(s)	Monthly Late Payment Charge
Arkansas	.83%
Louisiana, Montana, Vermont	1.0%
Alabama, California, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky, Massachusetts, Michigan, Mississippi, North Carolina, North Dakota, Rhode Island, Texas, Utah, West Virginia, Wisconsin	1.5%
All others	2.0%

B. Buyer agrees to pay all costs of collection by MVAP of any amounts due hereunder, including actual attorney's fees. Buyer further agrees that, in the event any action arising out of or related to the Agreement between Buyer and MVAP, and MVAP prevails, Buyer shall pay MVAP all reasonable attorney's fees and other costs incurred as a result of or in connection with such action. To the extent state law limits the recoverability of attorney's fees, MVAP shall be entitled to recover its fees up to the maximum allowed by state law.

C. MVAP shall have the sole discretion and complete right to apply any payment received from Buyer hereunder in any manner, which MVAP deems proper. Unless otherwise specified in the remittance advice, MVAP may apply payments first to late payment charges, service charges, shipping charges, attorney's fees, or any other applicable charge, in any order, before applying the remainder of any such payments toward Buyer's principal account balance. In the event Buyer provides credit card information to MVAP, MVAP will keep such information on file and is hereby authorized to charge unpaid invoices that are more than sixty (60) days past due to such credit card. MVAP is authorized to make such charges without additional or further notice to Buyer. By providing MVAP with its credit card information, Buyer is hereby authorizing any such charges for past due unpaid invoices.

D. The Agreement is governed by the laws of the state of California. Any action arising out of or related to the Agreement shall be brought, at MVAP's sole discretion, either in a court with jurisdiction over the county within the State of California where the Buyer is domiciled or if the Buyer is domiciled outside the State of California, in the courts of Ventura County, California. Buyer hereby submits to the personal jurisdiction of

Ventura County, State of California. TO THE EXTENT ALLOWED BY LAW, BUYER WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY ACTION BROUGHT UPON, OR BY REASON OF, THE AGREEMENT. This Agreement contains the full, final and exclusive statement of the Agreement between MVAP and Buyer, and no terms and conditions other than those stated herein, and no agreement or understanding in any way purporting to modify the terms and conditions thereof, shall be binding on MVAP without MVAP's written consent. Waiver by MVAP of any terms or conditions of this contract or waiver of any breach thereof shall not be construed as a waiver of any other terms, conditions, or breach. Determination that any provision of the Agreement is illegal or invalid shall not affect the validity or enforceability of the remaining provisions of the Agreement.

E. Buyer agrees to provide MVAP with prompt written notice of any change in Buyer's name, address, ownership, or form of business entity.

3. Any purchase made on credit requires that Buyer have on file with MVAP an approved Credit Application. Buyer further confirms Buyer's consent to MVAP's Credit Agreement – Terms and Conditions, all of which have been read and approved by Buyer.

4. Unless and until otherwise notified, MVAP acknowledges and accepts Buyer's orders. MVAP's acknowledgement and acceptance is expressly conditioned upon Buyer's acceptance of the terms and conditions contained herein. No terms or conditions other than those stated herein, whether contained in Buyer's purchase order, shipping release, or elsewhere, and no written or oral agreement that purports to vary these terms and conditions shall be binding upon MVAP unless hereafter set forth in a writing signed by MVAP's authorized representative. All negotiations, proposals and representations are merged herein, and this writing constitutes the complete and exclusive statement of the terms and conditions of any purchase agreement between Buyer and MVAP. In the event Buyer fails to accept these Terms of Use in writing, Buyer's consent shall be conclusively presumed, either from Buyer's failure to object in ten days in writing or from Buyer's acceptance or use of the material delivered hereunder and/or any other use of this web site.

5. For any purchase in which MVAP makes delivery, Buyer hereby agrees to pay MVAP's customary shipping charges. Delivery shall be made according to MVAP's standard delivery procedures or as specifically detailed at the time of purchase. The risk of loss shall pass to Buyer upon delivery of the goods should Buyer not be present to accept delivery. Buyer hereby authorizes MVAP to unload the goods and leave them at the delivery destination. Buyer shall release MVAP and shall indemnify and hold harmless MVAP from and against any and all claims demands, actions, causes of action, cost, expenses, and attorney's fees arising out of or its connection with any and all injury including death, to any person or persons (whether third parties or agents, servants, or employees of Buyer), any and all damages to or loss of any property (whether belonging to Buyer or a third party), and any and all other damages recognized at law, or in equity caused in whole or in part by or its anyway related to the delivery of goods, whenever such delivery is made in accordance with or pursuant to Buyer's instructions.

6. Buyer shall have the right to inspect the goods upon arrival. Buyer's inspection rights shall expire 24 hours after the arrival of the goods at the delivery destination. A failure to inspect and report any error in product delivery within that time shall waive notice of any defect which reasonable inspection would have revealed. A rejection of the goods by Buyer shall not be effective unless it is made and written notice thereof is given to MVAP within 5 calendar days of delivery.

7. MVAP shall have the right, without prejudice to any other rights, to suspend further deliveries of any products purchased if Buyer defaults its payment of any amounts due, or whenever MVAP may deem itself insecure as to Buyer's performance, until Buyer remedies such default or provides adequate assurance to MVAP of Buyer's ability to perform.

8. Unless otherwise provided by law, MVAP may require Buyer to pay or to reimburse MVAP for any tax, (except, income tax) which now or hereafter may be imposed by any taxing authority with respect to the items purchased or the sale, purchase, manufacture, delivery or use thereof.

9. MVAP reserves the right to discontinue, without liability hereunder, deliveries of any merchandise, the manufacture, use and/or sale of which in the opinion of MVAP would infringe any patent now or here after issued and under which MVAP is not licensed.

10. An order may be terminated by Buyer before completion only with MVAP's written consent, in which event Buyer shall pay to MVAP:

A. The contract price for all products, which shall have been delivered or completed prior to receipt of notice of termination;

B. All actual costs incurred by MVAP in connection with the uncompleted portion of the order; and

C. Cancellation charges, if any, of MVAP because of its commitments, made under the order.

11. Buyer shall not hold MVAP responsible for any delay caused in whole or in part by circumstances beyond MVAP's reasonable control, including but not limited to, force majeure, fires, or accidents; strikes or other differences with workmen: war (whether declared or undeclared), riots, or embargoes; delays by carriers; delays its shipment or receipt of materials from suppliers; or any legislative, administrative or executive law, order, or requisition of the federal or any state or local government or any subdivision, department, agency, officer or official thereof. MVAP may allocate its available supply among MVAP's customers, including MVAP's branches and affiliates, in any manner MVAP deems reasonable.

12. MVAP shall assign or transfer to Buyer any assignable or transferable manufacturer's warranties, if any, applicable to this purchase, in lieu of all other warranties, express or implied. MVAP MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. There is no warranty made by MVAP for any products purchased. MVAP is not responsible for injury, infection, or other damage resulting from the use of the products it supplies. Sterilization (where applicable), use and application of products is the responsibility of the user. Federal law in the United States restricts the sale, distribution or use of these products to, by or on the order of a licensed medical practitioner.

13. MVAP SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER DIRECT OR INDIRECT, CONTINGENT OR OTHERWISE, CAUSED BY MVAP'S FAILURE OR DELAY IN PERFORMANCE OR DELIVERY, OR DUE TO ANY CAUSE WHATSOEVER, OR ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT. Any liability of MVAP is limited to repayment of the purchase price of items not conforming to the description on the face hereof upon return of the items. This remedy is the exclusive remedy for the Buyer under this Agreement. MVAP shall not be liable for any damages attributable to product abuse, misuse, neglect or any other cause, which is not the fault of MVAP.

14. Buyer agrees to indemnify and hold harmless MVAP from and against any and all claims, demands, actions, causes of action, costs, expenses, and attorney's fees arising out of or in connection with any and all injury, including death, to any person or persons (whether third parties or agents, servants or employees of Buyer), any and all damages to or loss of any property (whether belonging to Buyer or to a third party), and any and all other damages recognized at law or in equity, caused by or resulting from its whole or its part, any act(s) or omission(s), negligent or otherwise, of Buyer, or any of Buyer's agents, servants, employees, subcontractors or customers, or any use of any products purchased from MVAP. In the event that the applicable law prohibits enforcement of this clause as written, then and only then, this clause shall be modified to provide the maximum indemnification to MVAP, as indemnities, allowable under that applicable law.

15. This Agreement shall be governed by and construed according to the laws of the State of California. Any action brought, upon or by reason of, this Agreement shall be brought, in MVAP's sole discretion, either in a the County of Ventura, State of California, or in the United States District Court, Central District, in Los Angeles, California. Buyer agrees that, in the event, any action is brought upon, or due to, this Agreement by either Buyer or MVAP, and MVAP prevails, Buyer shall pay MVAP's reasonable attorney's fees and other costs incurred because of or in connection with such action.

16. Waiver by MVAP of any terms or conditions of this contract or waiver of any breach hereof shall not be construed as a waiver of any other terms or conditions. A determination that any provision of this Agreement is illegal or invalid shall not affect the validity or enforceability of the remaining provisions of this Agreement.

17. MVAP provides users through its web site(s) access to various resources, including an online store, company and product information, which may be accessed through various media or devices now known or hereafter developed (the "Service"). You also understand and agree that the Service may include advertisements and that these advertisements are necessary for MVAP to provide the Service. You also understand and agree that the Service may include certain communications to registered users from MVAP, such as service announcements and administrative messages and that these communications are considered part of MVAP's Service and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, shall be subject to these Terms. You understand and agree that the Service is provided "AS-IS" and that MVAP assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

18. In consideration of your use of this web site and the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services or products of the type sold herein under the laws of the United States or other applicable jurisdiction. If you choose to create an account with us, or

otherwise use this web site, you also agree to provide true, accurate, current and complete information, under penalty of perjury under the laws of the jurisdiction in which you reside, about yourself as promoted by the Service's registration form. As part of the online registration process, you will select a password. You are solely responsible for maintaining the confidentiality of any password you use to access the online services, and agree that MVAP will have no obligations with regard thereto.

19. You may print out any of the materials from this Web site for your personal, non-commercial use only, and not for re-sale, provided you keep intact all copyright and other proprietary notices. Accordingly, you may copy this information only as necessary for your personal use to (i) view it on your screen, and (ii) save a single copy on your hard drive or disk, provided that you do not remove any copyright notices that appear and do not modify the information in any way, and/or (iii) print a copy for personal use. You may not otherwise reproduce, copy, modify, decompile, disassemble or reverse engineer any materials from this Web site, and may not republish, upload, post, transmit, loan, rent, transfer, sell or otherwise distribute any materials from this Web site in any form, for any purpose. The use of any such materials on any other Web site or network computer environment is also prohibited. If you use the materials other than as permitted in this license, you will be violating MVAP's copyright and other proprietary rights.

20. Mvaped.com, and related sites under common ownership and/or control, may contain links to Web sites not under our control. Although we try to choose sites that will be helpful to you, we are not responsible for the quality, safety, completeness, accuracy, or nature of the content of such sites and we cannot guarantee that such content may change without our knowledge. We provide these links simply as a convenience to you and this convenience should not be considered an endorsement by us of these Web sites or the companies who own them.

## 21. PRIVACY POLICY

A. Your personal information and certain other information about you are subject to our Privacy Policy. In order for the customer to utilize the Services and/or purchase products, it will be necessary for you to enter certain personal information into our system. Included in this information are your name, address, telephone number and e-mail address. Moreover, in order for you to pay for the Services and/or products, you will be required to enter credit card information. It is the policy of MVAP to maintain the confidentiality of all of this information, except as necessary to perform the Services. MVAP does not maintain databases of customers for the purpose of selling personal information to a third-party however MVAP does maintain databases of customer information for record keeping purposes, collections, and possible future solicitation. In many situations, there will be other information of a personal nature gathered about the customer. For example, the type of internet browser that the customer is using to access the web site and the URL number of the website from which the customer is linked to the system will be maintained in the MVAP database. There are a number of factors involved in our maintaining these records, including virus protection. Again, the information regarding the type of internet browser or URL that the customer is using will not be disseminated to third parties.

B. If you have a concern about the dissemination of your personal information, please do not hesitate to contact Priscilla@mvaped.com. While MVAP will continue to maintain records of the URL and internet browser from which you accessed the web site, we can arrange to have some of your personal information deleted. This privacy policy is intended to be a part of these terms however MVAP reserves the right to amend this policy as necessary to comply with state or federal law without notice to the customer. You represent that you have read, understood and hereby agree to our Privacy Policy. Note that we may disclose information about you to third parties if we have a good faith belief that such a disclosure is reasonably necessary to (i) take action regarding suspected illegal activities; (ii) enforce or apply the terms and/or the Privacy Policy; (iii) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; or (iv) protect our rights, reputation, and property, or that of our users, affiliates, or the public. If you use the Service outside of the United States, you consent to having your personal data transferred to and processed in the United States.

C. Electronic Communications Privacy Act Notice (18 USC 2701-2711): MVAP makes no guaranty of confidentiality or privacy of any communication or information transmitted by use of the Services or any website linked to the Services. MVAP will not be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other information stored on MVAP's equipment, transmitted over networks accessed by the web site, or otherwise connected with your use of the Services.

22. By using the Services you agree not to: 1) Transmit through the Web site any unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, sexually explicit, or otherwise objectionable material of any kind or nature; 2) Invade another's privacy or violate rights of publicity or intellectual property rights (including but not limited to copyright, trademark and patent rights) while using the Web site; 3) Transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation; 4) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; 5) Publish, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful

material or information. User will not use the Service for chain letters, junk mail, "Spamming" or any use of distribution lists to any person who has not given specific permission to be included in such a process. You are solely responsible for any text which is transmitted by you through the Web site, including but not limited to the contents of any email communications, and any attachments thereto, through the Web site.

23. This Web site is protected by copyright, and is further subject to the following terms and conditions which are agreed to by you, on the one hand, and MVAP and its licensors (including their licensors and suppliers) on the other hand.

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24. LIABILITY AND DISCLAIMERS

NEITHER MVAP NOR ANY OF ITS AFFILIATES OR LICENSORS WARRANT THAT THE SERVICES, THE SERVER THAT MAKES THEM AVAILABLE, THE SITE CONTENT, OR THE FUNCTIONS CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

The Site Contents are provided to you "as is," and "as available," and you agree to use it at your own risk. MVAP and each of its affiliates and licensors (and their licensors and suppliers) make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this information.

MVAP AND EACH OF ITS AFFILIATES AND LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS AND THIRD PARTY SUPPLIERS) SHALL NOT BE LIABLE TO YOU: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE, PERFORMANCE OR POSSESSION OF THIS WEB SITE OR ITS CONTENTS; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THIS WEB SITE OR ITS CONTENTS, ANY DEFECT IN THIS WEB SITE OR ITS CONTENTS, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF MVAP OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to you.

IF THIS EXCLUSION OF WARRANTY OR LIMITATION OF LIABILITY IS HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN MVAP AND ITS AFFILIATES' MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES SHALL NOT EXCEED THE AMOUNT OF ANY AMOUNTS WHICH YOU MAY HAVE PAID FOR PRODUCTS OR THE SERVICES.

Reference to any products, services, processes, hypertext links to third parties or other information by trade name, trademark, manufacturer, supplier or otherwise does not necessarily constitute or imply its endorsement, sponsorship or recommendation by MVAP or each of their respective licensors. Product and service information

are the sole responsibility of each individual vendor. The MVAP name, logo and trademark, and other trademarks and trade names owned by MVAP and may not be used in any commercial manner without the prior written consent of MVAP.

#### 25. EXPORT CONTROL

You agree not to export from anywhere any part of the information provided to you or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations.

#### 26. INDEMNITY

You ("Indemnifying Party") each agree to defend MVAP ("Indemnified Party") in and from all third party claims, causes of action, demands, suits or legal proceedings of any sort ("Claims"), and indemnify and hold MVAP harmless from any losses, costs, damages, expenses, settlements, judgments and liabilities (including reasonable attorneys' fees, court costs and expenses) ("Liabilities") arising from or relating to (a) intentionally wrongful, reckless or negligent acts or omissions committed by the Indemnifying Party; (b) any breach of the Indemnifying Party's representations, warranties and/or obligations set forth in these Terms, or (c) the infringement by the Indemnifying Party of any patents, registered designs and copyrights (including rights in software), trademarks, trade secrets, rights of publicity or privacy, design rights, database rights, semi-conductor topography rights or rights in mask works, or any other similar intellectual property rights of any third party.

#### 27. CLAIMS OF COPYRIGHT INFRINGEMENT

The Digital Millennium Copyright Act of 1998 (as amended, 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 materials hosted by us infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. Such notice must include

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notices and counter-notices with respect to the site should be sent to David H. Dicker, Esq., Dicker & Dicker, LLP, 21550 Oxnard Street, Suite 550, Woodland Hills, California 91367, Attn: MVAP Web Site, Fax (818) 704-8000. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA. Please note that the fax number above is NOT for Customer Care; we will not respond to customer service inquiries directed there.

#### 28. INJUNCTIVE RELIEF

You acknowledge that a violation or attempted violation of any of these terms will cause such damage to MVAP as will be irreparable, the exact amount of which would be impossible or difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that MVAP shall be entitled as a matter of right to seek an injunction from any court of competent jurisdiction, restraining such violation or attempted violation of these terms and conditions by you, or your affiliates, partners, or agents, without having to post a bond or other security.

#### 29. Notice

Notices to the user may be made via either email or regular mail. MVAP may, but is not required to, provide you notices of changes to the terms or other matters by displaying notices or links to notices to you generally on the Site.