

USER AGREEMENT

This page contains the User Agreement (“Agreement”) between you and MIDWEST COMPLIANCE ASSOCIATES, LLC (“MCA”), the publisher of this CP-HIPAASOLUTIONS Web site (the “Site”). The term “Site” as it is used in this Agreement includes any associated online and mobile websites, applications and digital tools that provide an authorized link to this Agreement (“Mobile Services”). You may wish to print this page for reference.

In this Agreement, “you” and “your” refer to each user of the Site and the Mobile Services.

This Agreement sets forth the terms and conditions for your use of the Site and the Mobile Services. By using the Site and/or the Mobile Services, you are agreeing to these terms and conditions. Please read them carefully.

Please review our Privacy Policy which is a part of this Agreement and describes how MCA treats your personal information.

1. Your Rights

MCA grants you a non-exclusive, non-transferable, limited right to access, use and display the Site and the Mobile Services and the materials provided thereon, and to download or print content displayed on our Site provided that you comply fully with this Agreement. The contents of the Site and the Mobile Services are only for the use of the subscribing member. You agree not to interrupt, or attempt to interrupt, the operation of the Site or the Mobile Services or any part of them in any way.

2. Service Charges and Payment

MCA may charge you fees for certain products or services offered for sale through our Site or the Mobile Services. Certain Site and Mobile Services products and services are available only through the purchase of a membership or subscription (“Paid Services”) or other type of paid access. The terms for the Mobile Services are described in Section 16 below. The terms for MCA’ other Paid Services are described in this Section 2.

In order to provide you with uninterrupted service, most of our online Paid Services such as CP-HIPAASOLUTIONS digital renew automatically at the end of the applicable subscription or membership period at the rate then in effect. We alert you at the point of offer when a product or service is offered on an auto-renewing basis. As explained below, MCA will automatically charge your credit or debit card or other payment method on file for an auto-renewing Paid Service unless you cancel the product or service by going to your Account Settings, logging in with your username and password, and then selecting “cancel membership.” Your Account Settings can be accessed through a link in the footer of any page on CP-HIPAASOLUTIONS.com. If your purchase a Paid Service on an annual basis you will be sent a reminder notice before the expiration of your term that alerts you to the upcoming renewal charge.

- a) You agree to pay, using a valid credit or debit card or other payment method which MCA accepts, all fees and charges, including applicable taxes, you have incurred through your account, including the monthly or annual charges to access the Paid Services. MCA reserves the right to increase fees and surcharges, including fees for Paid Services, or to institute new fees at any time, including with respect to any taxes, upon reasonable notice posted in advance to this Site or sent to you based on contact information you provide in your Account Settings. Notwithstanding the foregoing, if you purchase a Paid Service on an annual basis, your rate remains in effect throughout the membership or subscription year, and is subject to increase only for subsequent membership or subscription years.

- b) If you are enrolled in an auto-renewing Paid Services, you must update your credit or debit card or other payment information promptly to keep your account current, complete and accurate (e.g., for changes in your credit card number, billing address or expiration date). Changes to such information can be made by contacting Member Services at 1-319-553-0258. If your credit or debit card or other payment method information is not current, complete and accurate and you do not notify us promptly when such information changes, your account may be suspended or terminated. In order to avoid service interruption and as a convenience to you, if you do not notify us of updates to your credit or debit card information (e.g., updated account status, payment card number and expiration date), we may try to update your credit or debit card information, either directly or indirectly through third party payment card updating services supported by your card provider, and you authorize us to continue billing your account with the updated information that we obtain. Such updated services may not be available for all credit or debit cards or other payment methods, and you should check with your card issuer to determine eligibility.
- c) You may cancel your Paid Services at any time subject to the following terms:
If you purchase a one-year Paid Service, which is billed once annually at the time you purchase the Paid Service, you may cancel at any time during that Paid Service year by logging in to your "Account Settings" and selecting "cancel membership." No refund will be made for the first year of subscription. Upon cancellation after the first membership anniversary, MCA will refund the remainder of your Paid Service fees on a pro-rata basis that will cover the unused months of your Paid Service. *Partial months will not be refunded.* Your access to a Paid Service will terminate on the next monthly anniversary of your purchase date. For example, if you purchased a one-year Paid Service on January 15 and cancel on May 10, your access will terminate on May 15 and you will obtain a refund for the period May 15-January 14. If you purchase a one-year Paid Service you may also cancel by calling us at any time at 1-319-553-0258.
- d) In addition to the charges set forth above, you are responsible for all charges associated with connecting to the Site, including without limitation all telephone access lines (including long-distance charges, when applicable), telephone and computer equipment and any service fees necessary to access our Site, including any messaging, data and other rates and fees applied by your mobile communication carrier for use of the Mobile Services.
- e) For purpose of identification and billing, you agree to provide MCA with accurate, complete, and updated information required when purchasing a product or service on our Site, including registering for a Paid Service ("Registration Data"). Registration Data may include your name, address, telephone number(s), email address and applicable credit or debit card or other payment method data (e.g., payment card number and expiration date). You may check your "My Account" page to determine whether your Registration Data is current and accurate. You may update your Registration Data at any time through the My Account feature by clicking the "Members" link located at the top of the CP-HIPAASOLUTIONS.com home page and logging in with your username and password. Failure to comply with this provision (including without limitation falsification of any Registration Data) may, at MCA's option, result in immediate suspension or termination of your right to use our Site, including the Paid Services.
- f) You agree to promptly update your Registration Data in your "Account Settings" page if you know of or suspect unauthorized use of your Paid Service or other product or service, or in the event of any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your credit or debit card or other payment method information.

In the event of a breach of security on your part, you will remain liable for any unauthorized use of your Paid Service or other product or service until you update your Registration Data. If your credit or debit card expires, is canceled, is lost or is subject to use without your authorization, or if your Paid Service or other Site service is subject to use without your authorization, go to your "Account Settings" page to update your Registration Data or call Member Services at (319)553-0258.

3. Membership

By purchasing a Paid Service, by requesting a newsletter or other product or service, by providing your email address to receive information or participate in a campaign, by creating a new user account or by logging into an existing user account, you are considered a MCA member entitled to membership benefits based on your membership type.

4. Copyright and Trademarks

All materials available on the Site and through the Mobile Services, including without limitation text, data, images, software and downloadable software application, audio and video clips, databases, and ratings, (collectively, the "Content") are owned or controlled by MCA or the party credited as the provider of the Content. The respective owner retains all right, title, and interest in and to its Content. The Site and Content are protected by the copyright and trademark laws of the United States and other countries, international conventions, and other applicable laws.

You may not download, display, reproduce, create derivative works from, transmit, sell, distribute, or in any way exploit Content available via the Site or the Mobile Services for any public and/or commercial use without the prior written permission of MCA. You may not download, republish, transmit, reproduce or otherwise use any Site photographs or videos as a stand-alone file.

You agree not to use any trademarks, service marks, names, logos, or other identifiers of MCA or its employees, licensors, independent contractors, providers and affiliates (collectively, "Affiliates") without the prior written permission of MCA or the relevant Affiliate. In addition, you may not use our trademarks:

- a) in, as, or as part of, your own trademarks or those of any third parties;
- b) to identify products or services that are not those of CP-HIPAASOLUTIONS;
- c) in a manner likely to cause confusing; or
- d) in a manner that implies that CP-HIPAASOLUTIONS sponsors or endorses or is otherwise connected with your own activities, products, and services or those of third parties.

CP-HIPAASOLUTIONS and other related marks used on this Site and in the Mobile Services are registered trademarks of CP-HIPAASOLUTIONS in the United States and other countries.

5. Site Tools and Communications

MCA may make available to users of the Site e-mail notices, newsletters, chat rooms, community forums, online chat interactive features, message boards, bulletin board services, user product reviews and ratings features and tools, and other facilities or means by which users can interact with, submit content to, and otherwise communicate with the Site (the foregoing collectively referred to herein as the "Site Tools"). The Site Tools include certain features and tools that allow users of the Site to submit reviews and ratings of products (collectively, "Reviews") and/or read reviews and ratings of products submitted by other Site users ("Review Tools"). You are solely responsible for the content of any transmissions you make using any Site Tool or

otherwise to the Site, including without limitation any Review, rating, test result, story, anecdote, background, experience, question, suggestion, recommendation or other communication submitted using any Site Tool (the foregoing, collectively, "Communications"). MCA is not responsible for any statement, representations, descriptions, comments, or opinions in Communications transmitted using any Site Tool or otherwise posted on the Site, including without limitation any errors or omissions in any Review, or any loss or damage of any kind incurred as a result of the use of the Review Tool or the use or any content posted in a Review. MCA cannot review all Communications made on or through the Site. MCA and its Affiliates do not endorse or accept any Communications as their own or representative of their views.

6. Communicating on or through the Site

BY TRANSMITTING ANY COMMUNICATION TO THE SITE YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OR ANY SUBSEQUENT MODIFICATION THEREOF, DO NOT SUBMIT ANY COMMUNICATION USING ANY SITE TOOL OR OTHERWISE TO THE SITE (INCLUDING WITHOUT LIMITATION ANY REVIEW) AND/OR USE ANY REVIEW TOOL.

By transmitting any Communication to the Site, you grant MCA an irrevocable, non-exclusive, worldwide, perpetual, unrestricted, royalty-free license (with the right to sublicense) to use, reproduce, distribute, publicly display, publicly perform, modify, edit, create derivative works from, incorporate into one or more compilations and reproduce and distribute such compilations, and otherwise exploit such Communications, together with any personal information transmitted with your Communications (such as name, user name and photograph), in all formats and in all media now known or later developed.

You acknowledge and agree that any Communications made to or by means of any Site Tool are public and you have no expectation of privacy in any such Communication. No confidential, fiduciary, contractually implied or other relationship is created between you and MCA by reason of your transmitting a Communication to any Site Tool.

MCA reserves the right, but has no obligation, to monitor the Site Tools and edit, modify or delete any Communications (of portions thereof) which MCA in its sole discretion deems inappropriate, offensive or contrary to any MCA policy or that violate this Agreement.

You agree not to upload or distribute to, or otherwise publish through the Site or the Site Tools, any Communication which:

- a) is for commercial purposes or otherwise advertises or solicits for the sale of goods or services;
- b) is obscene, indecent, pornographic, profane, sexually explicit, threatening or abusive;
- c) constitutes or contains false or misleading indications of origin or statements of fact;
- d) slanders, libels, defames, disparages, or otherwise violates the legal rights of any third party;
- e) causes injury of any kind to any person or entity;
- f) infringes or violates the intellectual property rights (including copyright, patent and trademark rights), contract rights, trade secrets, privacy or publicity rights or any other rights of any third party;
- g) violates any applicable laws, rules or regulations;

- h) contains software viruses or any other malicious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
- i) impersonates another person or entity, or that collects or uses any information about Site visitors.

7. Unsolicited E-Mail

You agree not to use the Site Tools or any other area of the Site to send the same or substantially similar unsolicited electronic mail messages, whether commercial or not, to a large number of recipients. This prohibition includes sending unsolicited mass mailings from another Internet service which in any way involves the use of the Site or any equipment owned or operated by MCA in connection with the Site. Any violation of this Section shall be determined by MCA in its sole discretion.

8. Notice of Copyright Infringement

We intend that all content provided on our Site and the Mobile Services respect the copyright and other proprietary rights of third parties. When Site visitors post content on our Site, of course, we are unable to monitor the copyright ownership of all posted content. If at any time you believe that any content on our Site infringes your copyrighted material, then you may request the content be removed from the Site in accordance with the Copyright Act, 17 U.S.C. §512(c)(3), and procedures described below.

You must send a notice that complies with the Copyright Act, 17 U.S.C. §512(c)(3) (“Notice”) to the agent we have designated with the Copyright Office:

To comply with the Copyright Act, your Notice must be in writing and must include:

- a) A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b) Identification of the copyrighted work claimed to have been infringed, of, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- d) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- e) A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

When we receive a Notice that complies with the Copyright Act, we will remove the identified material promptly. We will promptly take reasonable steps to inform the user who posted the allegedly infringing material (the “alleged infringer”) of the Notice and subsequent removal. The alleged infringer may then provide us with a counter-notice (“Counter-Notice”) that the initial infringement notice was erroneous. Such Counter-Notice must be in writing and must include:

- a) A physical or electronic signature of the alleged infringer;

- b) Identification of the material removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- c) A statement under penalty of perjury that the alleged infringer has a good-faith belief that the material was removed or access to it disabled as a result of error;
- d) The alleged infringer's name, address, and telephone number; and
- e) A statement of consent to jurisdiction in federal district court and that the alleged infringer consents to service of process from the complaining party or its agent.

Upon receipt of a Counter-Notice, we will notify you of the Counter-Notice and restore the material within 10 to 14 business days of receipt of the Counter-Notice unless you inform us that you have filed an action seeking a court order to restrain the allegedly infringing party from engaging in infringing activity relating to the material on our Site.

Please note: the email address of our Designated Agent is intended specifically for the receipt of notices of claimed infringement under the Digital Millennium Copyright Act of 1998, 17 U.S.C. §512. It is not intended for the general inquiries and permission requests concerning the use of our content. If you wish to request permission to reproduce any of our content, please click [here](#). If you have general inquiries, please click [here](#) to be redirected to the FAQ section of our Site.

9. Your Password

As part of the registration process for access to MCA products and services, you will select a password. This password is for your individual use only. You are solely responsible for maintaining the confidentiality of any password you use to access free or Paid Services and other products and features, and agree that MCA will have no obligations with regard thereto.

10. Information Provided

You acknowledge that any reliance upon any advice, opinion, statement, or other information displayed or distributed through the Site or the Mobile Services, including the Communications, is at your sole risk. MCA reserves the right, in its sole discretion and without notice, to correct any errors or omissions in any portion of the Site or Mobile Services, or to deny access to the Site or Mobile Services to anyone acting in violation of this User Agreement at any time. You acknowledge and agree that MCA is not responsible for any materials posted by users of the Site or Mobile Services. Prior to purchasing any third-party products or services described on the Site or Mobile Services, you are advised to verify pricing and other information. Neither MCA nor its Affiliates shall have any liability arising from your purchases of third-party goods or services based upon the information provided on the Site or Mobile Services.

11. Certain Communications

Please note that when you purchase our products and services or otherwise provide us with any information, you expressly consent to our communicating with you about our products and services using the information you provided to us and acknowledge that we have the authority to contact you via the information you provide. This means we may contact you, in person or by recorded message, e-mail, telephone and/or mobile telephone number (including use of automated dialing equipment), text (SMS) message, or any other means of communication that your telephone or other telecommunications device may be capable of receiving.

12. No-Commercial Use Policy

You agree to use the Site, the Site Tools and products and services you purchase through our Site, including the Paid Services, and the Mobile Services only for the purposes of the

purchasing agency or company and in compliance with MCA's No-Commercial Use Policy. You specifically agree not to post, transmit or otherwise distribute to the Site (including without limitation using any Site Tools) or through the Mobile Services any material containing any solicitation of funds, advertising or solicitation for goods or services. We encourage you to report any apparent violation to us: Write to CP-HIPAA SOLUTIONS, 721 W. 1st Street, Cedar Falls, Iowa 50613.

13. Links to Other Sites

The Site or the Mobile Services may contain links and pointers to other sites on the Internet which may be maintained by third parties. Such links do not constitute an endorsement by MCA or its Affiliates of any third-party site or any materials contained therein. MCA and its Affiliates do not control, and are not responsible for, the availability, accuracy, privacy policy, or currency of such third-party sites or any information, content, products or services accessible from such third-party sites.

14. Age Restrictions

You represent and warrant to MCA that you are at least eighteen (18) years old and that you possess the legal right and ability to enter into this Agreement and to use the Site and/or the Mobile Services in accordance with this Agreement.

15. Financial Responsibility

You agree not to assign, transfer or sublicense your rights as a subscriber to the Paid Services or any Mobile Services. You agree to be financially responsible for all usage or activity on your Paid Services or Mobile Services account.

16. Indemnification

You hereby agree to indemnify, defend and hold harmless MCA and its Affiliates from and against any and all liability and costs incurred by MCA or the Affiliates in connection with any claim arising out of any breach or alleged breach of any of your representations, warranties or obligations set forth in this Agreement. You shall cooperate as fully as reasonably required in the defense of any claim. MCA reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of MCA.

17. DISCLAIMER OF WARRANTY

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE MOBILE SERVICES AND THE SITE (INCLUDING ALL CONTENT, SOFTWARE, FUNCTION, THE PAID SERVICES OR OTHER SUBSCRIPTION OR MEMBERSHIP-BASED SERVICES OR OTHER PAID OR UNPAID PRODUCTS OR SERVICES, MATERIAL AND INFORMATION MADE AVAILABLE THEREON OR ACCESSED BY MEANS THEREOF) ARE PROVIDED "AS IS" AND "AS AVAILABLE." MCA DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE, THE PAID SERVICES OR OTHER SUBSCRIPTION OR MEMBERSHIP-BASED SERVICES OR THE MOBILE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE, THE PAID SERVICES OR OTHER SUBSCRIPTION OR MEMBERSHIP-BASED SERVICES OR THE MOBILE SERVICES WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY, OR THAT THE SITE, INCLUDING THE SITE TOOLS OR THE SERVER(S) ON WHICH THE SITE IS OPERATED, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, MCA AND ITS AFFILIATES DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE (WHETHER OR NOT THE PURPOSE HAS BEEN DISCLOSED), COMPATIBILITY, SECURITY, ACCURACY, OR NON-INFRINGEMENT.

18. LIMITATION OF LIABILITY

USE OF THE SITE AND THE MOBILE SERVICES IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, COMMUNICATIONS, CONTENT, OR OTHER MATERIAL (INCLUDING WITHOUT LIMITATION SOFTWARE) ACCESSED THROUGH OR OBTAINED BY MEANS OF THE SITE AND THE MOBILE SERVICES.

UNDER NO CIRCUMSTANCES SHALL MCA OR ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, OR ANY THIRD-PARTY PROVIDER OF TELECOMMUNICATIONS OR NETWORK SERVICES, SITE SOFTWARE OR SITE CONTENT FOR MCA OR ITS AFFILIATES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR PERSONAL INJURY AND/OR DEATH, LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO YOUR USE OF OR INABILITY TO USE THE SITE, THE PAID SERVICES OR OTHER SUBSCRIPTION OR MEMBERSHIP-BASED SERVICES OR THE MOBILE SERVICES, EVEN IF MCA, ITS AFFILIATES, OR THEIR PROVIDERS OF TELECOMMUNICATIONS OR NETWORK SERVICES, CONTENT OR SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR ANY OTHER LEGAL OR EQUITABLE THEORY.

THE TOTAL LIABILITY OF MCA AND ITS AFFILIATES HEREUNDER IS LIMITED TO THE AMOUNT, IF ANY, ACTUALLY PAID BY YOU FOR ACCESS TO AND USE OF THE PAID SERVICES OR OTHER SUBSCRIPTION OR MEMBERSHIP-BASED SERVICES AND THE MOBILE SERVICES. YOU HEREBY RELEASE MCA AND ITS AFFILIATES FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THESE KINDS OF DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

19. Termination

In addition to any other rights of the parties set forth herein, MCA may cancel or terminate this Agreement at any time. MCA also reserves the right to restrict, suspend or terminate your access to the Site, the Paid Services or other subscription or membership-based services and/or Mobile Services in whole or in part, without notice, with respect to any breach or threatened breach by you of any portion of this Agreement. If MCA terminates this Agreement (and therefore your access to the Site) based on a breach of any portion of this Agreement, MCA reserves the right to refuse to provide access to the Site, the Paid Services or other subscription or membership-based services or the Mobile Services to you in the future.

20. Modifications

a) To the Agreement

MCA has the right to modify this Agreement and any policies affecting the Site and the Mobile Services, including without limitation the No-Commercial Use Policy. Any modification is effective immediately upon posting to the Site or distribution to you via electronic mail, conventional mail or text messaging (in the case of Mobile Services users). Your continued use of the Site or Mobile Services shall be conclusively deemed an acceptance of all such modification(s). Your only right with respect to any dissatisfaction

with any modifications made pursuant to this provision, or any policies or practices of MCA in providing the Site or the Mobile Services, including without limitation:

- i. any change in the content; or
- ii. any change in the amount or type of fees associated with the Paid Services or print subscription products purchased through our Site,

is to cancel your subscription in accordance with instructions provided in Section 2 above.

b) To the Site and/or Mobile Services

MCA has the right to modify, suspend or discontinue the Site, the Mobile Services or any portion thereof at any time, including the availability of any area of the Site and the Paid Services and the Mobile Services. MCA may also impose limits on certain features and services or restrict your access to parts or all of the Site or Mobile Services without notice or liability.

21. General

This Agreement constitutes the entire agreement between you and MCA with respect to the Site and the Mobile Services and, if applicable, your purchase of MCA products and services offered through this Site and the Mobile Services (including the Paid Services), and supersedes all prior agreements between you and MCA. Failure by MCA to enforce any provision of this Agreement shall be governed by the laws of the state of Iowa (excluding its choice of law rules). All claims arising out of or relating to this Agreement will be litigated exclusively in the federal or state court of Black Hawk County, Iowa, USA and you consent to personal jurisdiction in those courts. In the event that any portion of this Agreement is held unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect.

The following sections of this User Agreement do not apply to New Jersey residents or transactions: 16 (Indemnification), 17 (Disclaimer of Warranty), 18 (Limitation of Liability) and the first sentence of Section 21 (General).