

TERMS OF SERVICE

EFFECTIVE DATE OF TERMS: JUNE 2018

These Terms of Service (these "Terms") describe the legally binding terms and conditions on which Kyruus, Inc. ("Kyruus", "we" or "us") provides the information, data, features and services available on or through our www.kyruus.com or provider-match.com website, our ProviderMatch solutions, and any related online or mobile application (collectively, the "Service") to you, the users of the Service ("you" or "User").

If you are using the Service as an authorized user on behalf of an organization that has an existing subscription agreement with Kyruus for the Service, the terms and conditions set forth in such subscription agreement between your organization and Kyruus will govern your use of the Service.

For all other Users, please read these Terms carefully, because by indicating acceptance of these Terms or by otherwise using the Service, you are entering into a legally binding agreement with Kyruus and agree to comply with all of the terms and conditions hereof. If you do not agree to these terms and conditions, you must not use the Service.

1. USE OF SERVICE; REGISTRATION.

In order to use the Service or certain portions of the Service, you may need to create an account and register with us. If you register as a User or otherwise use the Service, you represent and warrant to Kyruus that: (i) you are of legal age to form a binding contract, and, if you are using the Service on behalf of your employer or another organization, you have the right to enter these Terms on behalf of such organization and to bind such organization to these Terms (in which case, for clarity, the terms "you" and "User" herein will include both you, the individual user, and such organization); (ii) you will provide Kyruus with accurate, current and complete registration information; and (iii) your registration and your use of the Service is not prohibited by law. You (or, if applicable, your organization) are responsible for your registration and all use of the Service under it. Your registration, and these Terms, is personal to you, and is not transferable by you to any third party without the prior written consent of Kyruus.

You may not access the Service if you are, or are acting on behalf of, a direct competitor of ours, except with our prior written consent. You may not access the Service for purposes of monitoring the availability, performance, or functionality of the Service, or for any other competitive benchmarking purpose.

Sharing passwords with any other person, including others in your own organization is not permitted. You shall promptly notify Kyruus if any password is lost, stolen, or otherwise compromised, in order that Kyruus may deactivate the password.

2. PROPRIETARY MATERIALS AND OWNERSHIP.

The Service, including all aspects of the related Kyruus website and applications, are the property of Kyruus or its licensors or other providers. Without limitation of the foregoing, all the data, information, text, images, designs, sound, music, marks, logos, compilations (meaning the collection, arrangement and assembly of information) and other content on the website or generated by Kyruus in connection with operation of the Service, other than the User Data (as defined below) (collectively, the "Site Content"), and all software embodied in the website or otherwise used by Kyruus to deliver the Service ("Software"), is proprietary to Kyruus or to its third party licensors or other providers and protected by copyright and other intellectual property laws. Except as otherwise expressly permitted by these Terms, any use, copying, making derivative works, crawling, transmitting, posting, linking, deep linking, redistribution, sale, decompilation, modification, reverse engineering, translation, disassembly, or other

exploitation in any manner of the Software or Site Content (collectively, the "Kyruus Property"), including attempting to derive source code or algorithms from the Service, is strictly prohibited. You acknowledge that the Kyruus Property has been created, compiled, developed and maintained by Kyruus at great expense of time and money such that misappropriation or unauthorized disclosure or use of the Kyruus Property by others for commercial gain would unfairly and irreparably harm Kyruus in a manner for which damages would not be an adequate remedy, and you consent to Kyruus obtaining injunctive relief to restrain any breach or threatened breach of these Terms, without any requirement to post bond. You may be subject to criminal or civil penalties for violation of this paragraph.

The marks KYRUUS, KYRUUSONE, KYRUUS CLINICAL LIBRARY, PROVIDER PROFILES, KYRUUS PROVIDERMATCH, PROVIDERMATCH FOR CONSUMERS, PROVIDERMATCH FOR ACCESS CENTERS, PROVIDERMATCH FOR REFERRAL NETWORKS, PROVIDERMATCH ENTERPRISE, PROVIDERMATCH ADMINISTRATOR, PROVIDERMATCH SMARTSEARCH, PATIENTONE, DIRECTBOOK, A BETTER MATCH MEANS BETTER CARE, and all associated variations, logos, and all page headers, custom graphics, button icons and scripts, are registered or unregistered trademarks of Kyruus. Except to the extent otherwise permitted by applicable law, such marks may not be copied or used without the prior written consent of Kyruus. Without limitation of the foregoing, such marks may not be used in connection with any service or products other than those provided by Kyruus, or in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits Kyruus. The Service may also feature the trademarks, service marks, and logos of third parties (including our licensors and other providers), and each owner retains all rights in such marks. Any use of such marks, or any others displayed on the Service, will inure solely to the benefit of their respective owners.

3. LICENSE TO USE THE SERVICE.

Subject to the terms and conditions herein, Kyruus authorizes you to access, view and use the Service (and the Kyruus Property, to the extent reasonably necessary for you to access, view and use the Service as permitted herein) solely for your personal, non-commercial purposes, or if you are using the Service on behalf of an organization, solely for the internal purposes of the organization. You may not in any event make available the benefit of the Service to any third party, including others in your own organization, such as by sublicensing your rights under these Terms or supplying data obtained from the Service. You may not remove any copyright, trademark or other proprietary notices that have been placed on the Kyruus Property. Any changing, copying, redistributing, framing, republishing, uploading, posting, transmitting, distributing or otherwise exploiting in any way the Kyruus Property, or any portion of the Kyruus Property, is strictly prohibited without the prior written permission of Kyruus, unless these Terms otherwise expressly allows you to do so. Kyruus grants no licenses or rights to any patents, trademarks, service marks, copyrights or other intellectual property rights of Kyruus, except as expressly stated in this paragraph, and all rights are hereby reserved. Your access, view and use of certain portions of the Service may be subject to additional terms and conditions, to which you must agree in order to access, view and use such portions.

4. USER DATA.

In connection with using the Service, you may upload, post, or submit to Kyruus, or distribute using the Service, certain data, text, materials and information (collectively, "User Data"). You are responsible for your User Data and any information, opinions, advice, and other content therein, and its accuracy and reliability. Kyruus is under no obligation to edit or control User Data that you upload, post, submit or distribute, and will not be in any way liable or responsible for User Data. The User Data remains your property, and Kyruus does not claim any ownership of the copyright or other proprietary rights in such User Data, provided that, to the extent that any User Data is generally publicly available, Kyruus will not be prevented by these Terms from any use of such User Data. You agree that:

(a) you hereby grant and agree to grant Kyruus a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, transferable license, with right to sublicense through multiple tiers, to copy, edit, modify, use, publish, distribute, prepare derivative works, publicly perform, publicly display and otherwise exploit in any manner the User Data in connection with operation of the Service, promotion of the Service, and any other purposes reasonably related to the development and operation of the Service, Kyruus' other products, software or services, or Kyruus' business;

(b) with respect to User Data that you upload, post or submit to public forums or other public portions of the Service, you are publishing and making your User Data publicly available for viewing by third parties on a non-confidential basis, and your User Data may be attributable to you, and Kyruus shall in no event be liable to you for any use or misuse of your User Data by any third party;

(c) you represent and warrant that you own all proprietary rights in your User Data or, with respect to any User Data you do not own, you have the full authority and right to upload, post, submit or distribute the User Data, as applicable, and to grant the licenses granted hereunder, and that your uploading, posting, submitting or distributing of the User Data, as applicable, and the exercise by Kyruus and other users of the license rights granted by you shall not infringe any third party intellectual property rights, nor violate any rights of privacy or publicity, nor be defamatory, libelous, vulgar, profane or obscene, nor violate any law or other right, privilege or interest of any third party; and

(d) if any royalties are payable to any third party for exploitation of User Data uploaded, posted, submitted or distributed by you in accordance with the licenses granted by you in these Terms, you shall be responsible for and pay such royalties.

All users of the Service access and use User Data at their own risk, and Kyruus will not be liable for any loss or damage that any user may suffer arising from User Data. Kyruus reserves the right to monitor, edit, modify, reformat, remove, excerpt, translate or disclose any User Data, subject always to the Kyruus Privacy Policy, but Kyruus is under no obligation to do any of these things.

In addition to and without limiting any other rights herein (including in the Privacy Policy), you also grant us the rights to (i) de-identify your User Data (i.e., to remove your name and other identifying characteristics, consistent with applicable laws and regulations), and (ii) use or disclose de-identified data in any manner for any purpose.

To the extent that your User Data constitutes protected health information subject to the Health Insurance Portability and Accountability Act or any regulation, rule or standards issued thereunder, then Kyruus' rights and obligations with respect thereto shall also be governed by applicable law and the terms and conditions of any applicable Business Associate Agreement ("BAA") to which Kyruus is a party. To the extent of any conflict between such law or BAA on the one hand and these Terms on the other hand, as to such Kyruus rights and obligations, the former shall control.

5. SERVICE RESTRICTIONS.

You warrant and agree that your use of the Service will be consistent with these Terms, and will not infringe or violate the rights of any other party or breach any contract or legal duty to any other parties, and will not interfere, harm, or hamper the security or integrity of the Service. You will comply with all applicable laws, regulations and ordinances relating to the Service, the Kyruus Property or your use of them. You are responsible for obtaining and maintaining the computer and other equipment you use to access the Service, and for paying for such equipment and any telecommunications charges. We are not liable for any loss or damage you suffer arising from damage to equipment used in connection with use of the Service.

You shall comply with all rules and policies for the use of the Service set forth on the Service, which are hereby incorporated into these Terms. Without limitation, you shall not:

- (a) upload, post, submit or distribute any User Data, or otherwise transmit to the Service any materials, containing any software viruses or any other code, file or program that is designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;
- (b) impersonate any person or entity, or forge or manipulate headers to disguise the origin of any User Data;
- (c) except as otherwise permitted by these Terms, harvest or otherwise collect information about others, without Kyruus' consent;
- (d) take any action that imposes or may impose an unreasonable or disproportionately large load on the Service or its infrastructure, or bypass any measures Kyruus may use to prevent or restrict access to any portion of the Service (or other accounts, networks or service connected thereto);
- (e) use manual or automated software, devices, or other processes to "crawl", "scrape" or "spider" any portion of the Service or otherwise to copy, obtain, propagate, distribute or misappropriate any User Data or Kyruus Property;
- (f) distribute or otherwise make available any User Data obtained through the Service (other than your own User Data) to any third party;
- (g) engage in any other conduct that interferes with the Service or that restricts or inhibits any other person from using or enjoying the Service, or which, in Kyruus' sole judgment, exposes Kyruus or any of their officers, directors, employees or agents to any liability or detriment of any type; or
- (h) access, view or use the Service in or in connection with the development, directly or indirectly, of any product, software or service that offers any functionality similar to, or competitive with, the Service.

Kyruus reserves the right (but is not obligated) to monitor use of the Service in order to ensure that Users comply with these Terms and applicable law.

6. MINORS.

The Service is not directed to users under the age of 13. If you are under the age of 13, you are not permitted to register as a User or to send personal information to Kyruus.

7. THIRD-PARTY SERVICES.

The Service may depend upon, interact with or enable access to another party's services or websites (each, a "Third Party Service"), which may in each case be accompanied by separate terms of use. Use of each Third Party Service may require that you accept additional terms of use. You must comply with the applicable terms of use when using the Third Party Service and the Service. Such dependency, interaction or enablement does not imply endorsement of, sponsorship of, or affiliation with the Third Party Service by Kyruus. Kyruus hereby disclaims all liability or responsibility to you or any other person for any Third Party Services. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with or via any of these Third Party Services.

8. IDEAS SUBMITTED TO KYRUUS.

Kyruus is pleased to hear from you and welcomes your comments about the Service. In the event that you submit

ideas or suggestions for the Service ("Service Comments"), the Service Comments will be deemed, and will remain, the sole property of Kyruus. None of the Service Comments will be subject to any obligation of confidence on the part of Kyruus, and Kyruus will not be liable for any use or disclosure of any Service Comments. Without limiting the foregoing, Kyruus will be entitled to unrestricted use of the Service Comments for any purpose whatsoever, commercial or otherwise, by any means, by any media, without compensation to the provider, author, creator or inventor of the Service Comments.

9. WARRANTY EXCLUSIONS AND LIMITATIONS OF LIABILITY.

You acknowledge that the Service is dependent on third party data sources that Kyruus cannot control, and that errors in data will occur. Accordingly, Kyruus makes no representation or warranty as to the standard of the Service, including the accuracy, timeliness, or completeness of the Service, including any data therein. The Service includes information obtained from third party data sources; Kyruus does not warrant that all data sources will remain available throughout the term of your use of the Service. Furthermore, the purposes for which you use such data and the Service are at your own risk. You shall not rely solely on such data or the Service in making any business or personal decision, and shall make your own thorough and complete investigation prior to taking or failing to take any action in reliance on such data or the Service. The Service may not be used as a "consumer report", as defined by the Fair Credit Reporting Act, nor does the Service or any content thereof constitute legal advice.

THE SERVICE IS PROVIDED "AS IS", WITH ALL FAULTS. KYRUUS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING: (I) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE; (II) THAT THE SERVICE, USER DATA AND KYRUUS PROPERTY WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR; AND (III) AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICE OR THE KYRUUS PROPERTY, OR CORRECTNESS OR RELIABILITY OF PROVIDER OR PATIENT INFORMATION INCLUDING PATIENT RECORD MATCHING, UNINTERRUPTED OR ERROR-FREE USE, AND LIABILITY ATTRIBUTABLE TO OR RELATED TO ANY USE, NONUSE OR INTERPRETATION OF PUBLIC DATA OR CPT, CDT, OR ICD DATA. NEITHER THE SERVICE, NOR ANY CLINICAL CONTENT, NOR ANY DATA DELIVERED BY KYRUUS MAKES CLINICAL OR OTHER DECISIONS AND IS NOT A SUBSTITUTE FOR COMPETENT, PROPERLY TRAINED, AND KNOWLEDGEABLE STAFF WHO IS RESPONSIBLE FOR BRINGING PROFESSIONAL JUDGMENT TO ANY CLINICAL INFORMATION PRESENTED BY THE SERVICE. KYRUUS MAY PAUSE OR INTERRUPT THE SERVICE AT ANY TIME, AND USERS SHOULD EXPECT PERIODIC DOWNTIME FOR UPDATES TO THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KYRUUS OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

UNDER NO CIRCUMSTANCES WILL YOU BE ENTITLED TO RECOVER FROM KYRUUS (OR ITS LICENSORS OR OTHER PROVIDERS) ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR LOSS OF USE), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE ARISING FROM OR RELATING TO THE SERVICE, THE KYRUUS PROPERTY OR THESE TERMS, EVEN IF KYRUUS HAS BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

KYRUUS' MAXIMUM LIABILITY TO YOU FOR ANY DAMAGES OR OTHER LIABILITIES ARISING FROM OR RELATING TO THE SERVICE, THE KYRUUS PROPERTY OR THESE TERMS, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL BE A REFUND OF THE AMOUNT PAID BY YOU FOR THE RELEVANT SERVICE. IF YOU HAVE NOT PAID FOR THE SERVICE, KYRUUS SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES OR OTHER LIABILITIES, WHETHER DIRECT OR OTHERWISE, PROVIDED THAT IF FOR ANY REASON THIS LIMITATION IS HELD BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, THE MAXIMUM AGGREGATE LIABILITY OF KYRUUS FOR ANY AND ALL DAMAGES AND OTHER LIABILITIES ARISING FROM OR

RELATING TO THE SERVICE, THE KYRUUS PROPERTY OR THESE TERMS SHALL BE THE AMOUNT OF \$10, WHETHER THE CLAIM AROSE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF WARRANTIES OR OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

IF YOU ARE USING THE SERVICE AS AN INDIVIDUAL CONSUMER AND HAVE REACHED THE SERVICE VIA ANY THIRD PARTY WEBSITE AUTHORIZED BY KYRUUS TO SEND USERS TO THE SERVICE (WHETHER BY LINK, WIDGET OR OTHERWISE), YOU HEREBY AGREE TO HOLD SUCH THIRD PARTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS BY YOU REGARDING THE SERVICE.

10. INDEMNITY.

User shall defend, indemnify and hold harmless Kyruus, its licensors and other providers against any and all claims, actions, proceedings, suits, liabilities, losses, damages, costs, expenses and attorney's fees arising in connection with User's use of the Service, provision of User Data, or User's breach of any provision of these Terms. Kyruus reserves the right (which it may delegate to its licensors or other providers in whole or part) to assume the sole control of the defense and settlement of any claim, action, suit or proceeding for which you are obliged to provide indemnification hereunder. You will cooperate with Kyruus (or such licensors or providers, as applicable) with respect to such defense and settlement.

Without limitation of the foregoing, if we receive a subpoena or similar requirement to disclose your User Data issued by any court or governmental authority, and we are not a party to the proceeding in question, you will reimburse us for our reasonable costs and expenses of complying with such subpoena, including time spent by our personnel and our attorneys at time and materials rates.

11. PRIVACY POLICY.

Kyruus operates the Service under its privacy policy on www.kyruus.com, which is hereby incorporated into these Terms. We urge you to read this policy now and, because the policy is updated from time to time, later at your convenience.

12. APPLICABLE LAW; COMPLIANCE.

You and Kyruus agree that all disputes or other matters arising from or relating to the use and operation of the Service, or these Terms, will be governed by the substantive laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws principles. You will comply with all laws and regulations applicable to your activities under or in connection with these Terms, including without limitation United States export control laws, regulations and executive orders. Without limitation of the prior sentence, if you gain access to the Service from locations other than Massachusetts, you will be responsible for compliance with all local laws and regulations of any such other location.

13. JURISDICTION; ARBITRATION.

If you are using the Service on behalf of an organization, the following shall apply:

You agree that all claims you may have arising from or relating to the operation, use or other exploitation of the Service, or these Terms, will be heard and resolved in the federal and state courts located in Boston, Massachusetts. You consent to the personal jurisdiction of such courts over you, stipulate to the fairness and

convenience of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts.

If you are using the Service as an individual consumer, the following shall apply:

We will attempt to resolve disputes with Users to their satisfaction. If, however, a matter arises that cannot be resolved promptly between you and us, you agree that any disputes arising from or relating to the Service or these Terms (including, without limitation, the validity and scope of the agreement to arbitrate and any disputes with other users of the Service) shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") under the Federal Arbitration Act, and shall be conducted before a single arbitrator pursuant to the applicable Rules and Procedures established by the AAA (for information on the AAA and its rules, see adr.org). You agree that the arbitration shall be held in Boston, Massachusetts, unless the AAA or the arbitrator shall determine that venue in such city is unreasonably burdensome, in which case the AAA or the arbitrator shall select a venue that is not unreasonably burdensome to both you and us. You agree that, if the AAA shall be unavailable or decline to administer the arbitration, and the parties do not agree on a substitute, a substitute administrator or arbitrator shall be appointed by the court. This provision shall not apply to claims of patent, trademark, or copyright infringement or misappropriation of trade secrets. In addition, you or we may elect to bring an individual claim in a small claims court, but we do not hereby agree to any personal jurisdiction that is otherwise lacking.

You agree that any arbitration shall not permit claims on a class, mass, representative, or private attorney general basis. You further agree that no claims of other parties may be consolidated with your or our claims in the arbitration without both your and our consent. **YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS, MASS, REPRESENTATIVE, PRIVATE ATTORNEY GENERAL, OR CONSOLIDATED ACTION AGAINST US.**

If any part of this Arbitration clause is later deemed invalid as a matter of law, then it shall be severed and the remaining portions of this section shall remain in effect, with the exception that if the preceding paragraph is deemed invalid, then this entire section shall be deemed invalid and the arbitration clause shall be void.

14. SUSPENSION; MODIFICATIONS AND TERMINATION.

Kyruus reserves the right to suspend your password and/or block access to the Service at any time if it believes you are in breach of these Terms. Kyruus reserves the right to terminate or modify these Terms, terminate the Service or modify or discontinue any features or aspects of the Service, or modify its policies at any time. Without limitation of other means of notice, email notice to you will constitute sufficient notice of termination of or an amendment to these Terms, and your continued use of the Service after such notice will constitute consent to the amendment. If you use the Service, you shall be bound by the version of the Agreement in effect at the time of your use. You are under an obligation to review the current version of these Terms and other published Kyruus policies before using the Service. Sections 2, 4, 7 through 11, and 12 through 18 herein, any accrued obligations and remedies, and any other provisions that by their nature reasonably require survival in order to be effective, shall survive the termination or expiration of these Terms.

You have the right to terminate these Terms only if Kyruus materially breaches these Terms and fails to remedy the breach within thirty (30) days after receipt of written notice from you. All fees paid under these Terms are non-refundable.

15. FORCE MAJEURE.

In no event shall Kyruus be liable for any failure to comply with these Terms to the extent that such failure arises from factors outside Kyruus' reasonable control. Without limitation of the foregoing, in the absence of our gross negligence or willful misconduct we will not be liable for any damages arising from the acts of hackers or similar bad actors interfering with the Service or using or disclosing any of your User Data.

16. THIRD-PARTY BENEFICIARIES.

Sections 2, 7, 9, 10 and 12 of these Terms are entered into for the benefit of Kyruus and its third party licensors and other providers, and the last sentence of Section 9 is also entered into for the benefit of the third parties described therein, and each of such third parties shall have the right to enforce such provisions of these Terms directly against you to protect their interests. Except as stated in the preceding sentence, there shall be no third party beneficiaries to these Terms.

17. ENTIRE AGREEMENT.

Except as otherwise expressly provided herein, these Terms, including the Privacy Policy and all other operating rules, policies and procedures that may be published on the Service from time to time, sets forth the entire agreement between you and Kyruus regarding its subject matter, and supersedes all prior promises, agreements or representations, whether written or oral, regarding such subject matter.

18. MISCELLANEOUS PROVISIONS.

No delay or omission by Kyruus in exercising any of its rights occurring upon any noncompliance or default by you with respect to any of the terms and conditions of these Terms will impair any such right or be construed to be a waiver thereof, and a waiver by Kyruus of any of the covenants, conditions or agreements to be performed by you will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. Any waiver of any right of Kyruus under these Terms must be given in writing and signed on behalf of Kyruus to be enforceable. As used in these Terms and unless the intent is expressly otherwise in specific instances, the words "include," "includes" or "including" shall not be limiting, and "or" shall not be exclusive. If any provision of these Terms is found by a court of competent jurisdiction to be invalid or unenforceable, then these Terms will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law. Your registration, these Terms and your rights and obligations hereunder are not assignable or transferable by you to any third party without the prior written consent of Kyruus. We may freely assign or transfer these Terms, or any rights or obligations hereunder, to any third party, including to any successor to or purchaser of substantially all the Kyruus assets or business associated with the Service. These Terms may be executed electronically, and your electronic assent or use of the Service shall constitute execution of these Terms. You agree that the electronic text of these Terms constitutes a writing and your assent to the terms and conditions hereof constitutes a "signing" for all purposes. Email to your registered email address shall constitute effective notice by Kyruus to you for all purposes under or in connection with these Terms.