



## Cliniq Medical Service Provider Terms of Service

These Medical Service Provider Terms of Service ("MSP Terms") are between you, a Medical Service provider, ("you," "your" or "Medical Service provider") and Cliniq Network Solutions Sdn Bhd., a Malaysia corporation ("Cliniq," "we" or "our"). These MSP Terms govern: (i) your access and use of the website, [www.cliniq.asia](http://www.cliniq.asia), and the services and information available on the website (collectively, "Site") whether or not you access the Site through your computer, mobile device or any Cliniq Programs ("Cliniq Program"); and (ii) your submission of any and all content to Cliniq by any means now known or hereafter developed at any time. These MSP Terms constitute a binding agreement between you and Cliniq and the term of these MSP Terms will take effect at the time you click "I accept" or use the Site.

PLEASE READ THESE MSP TERMS CAREFULLY. BY CLICKING ON "I AGREE," OR BY BROWSING, ACCESSING AND/OR USING THE CLINIQ SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE MSP TERMS, THE CLINIQ PRIVACY POLICY (ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE). IF YOU DO NOT AGREE TO ABIDE BY OR BE BOUND BY THESE MSP TERMS OR ANY OF THE CLINIQ GUIDELINES OR POLICIES IDENTIFIED ABOVE, THEN DO NOT REGISTER FOR AN ACCOUNT OR ACCESS AND USE THE SITE. IF YOU ARE ACCEPTING THESE MSP TERMS ON BEHALF OF A MEDICAL SERVICE PROVIDER OR MEDICAL SERVICE PROVIDER ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH INDIVIDUAL OR ENTITY TO THESE MSP TERMS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO ANY OF THESE MSP TERMS, THEN YOU ARE NOT PERMITTED TO USE THE SITE.

### 1. Modification

Cliniq reserves the right to make changes to the Site, these MSP Terms and other policies at any time, including but not limited to charging fees at any time for the Site. If Cliniq makes material changes to these MSP Terms or other policies, then Cliniq will either notify you by email or by posting a notice on the Site prior to the effective date of the changes. Cliniq will also indicate at the bottom of this page the date these MSP Terms were last updated. These MSP Terms are effective upon acceptance by new users. For current users, these MSP Terms are effective as of September 1, 2019 and supersede all previous versions of the Cliniq MSP Terms or any other Cliniq terms of service that you accepted when you registered for an account with Cliniq. If any section of these MSP Terms shall be deemed invalid, void or for any reason unenforceable, then that section shall be deemed severable and shall not affect the validity of the remaining sections of these MSP Terms. Your continued use of the Site after any such changes are posted constitutes your acceptance of the new MSP Terms. If you do not agree to abide by these or any future MSP Terms, you may not use or access the Site.

### 2. Your Medical Service Provider Account; Email Consent

In order to use some of the features on the Site, including updating and adding content to a Medical Service provider profile or a practice profile, you are required to register and provide information about yourself to Cliniq and create a verified Medical Service provider account ("MSP Account"). It is your responsibility to maintain the confidentiality of your account information, including your MSP Account password and you are responsible for all activities that occur in connection with your MSP Account. In addition, Medical Service providers may claim and create a Medical Service provider profile page on the Site. In creating your Medical Service provider profile page, you agree that any information submitted by you and posted to your Medical Service provider profile page is accurate, true and correct. In addition, you agree to keep the information on your Medical Service provider profile page updated. You are responsible for all activities that occur in connection with your Medical Service provider profile page. You must tell us immediately about anyone using your MSP Account or Medical Service provider profile page without your consent, or any security breach that relates to your MSP Account or Medical Service provider profile page.

By using the Site, you consent to receive emails from Cliniq, which may include commercial emails provided such emails are in accordance with the preferences you select in the email and notifications page of your MSP Account. You may change such preferences by changing your account settings on the notifications page of the "My Profile" section in your MSP Account or via the unsubscribe link in all commercial emails. Please note that as long as you maintain an account, you may not "opt out" of receiving service or account related emails from Cliniq.



Cliniq reserves the right to refuse providing services or the Site to anyone, including terminating your MSP Account and/or preventing you from accessing the Site or your MSP Account, with or without cause, at any time and in its sole discretion.

### 3. How and When You May Use the Site

As a Medical Service provider, you may use the Site to respond to community members' questions and to create a Medical Service provider profile or practice profile, (including, uploading photos, videos and articles to your profile). You or an authorized representative from your office may claim your Medical Service provider profile or practice profile on the Site but you may not post false or misleading information on your profile.

Except to the extent you are otherwise directly authorized by Cliniq, you may not use the Site to:

- Promote a product, service or procedure that you, your employer or practice sells, markets, distributes or performs or is otherwise affiliated with;
- Praise, recommend, describe any experiences with, or otherwise promote a Medical Service provider or other person that is yourself or someone to whom you are related or with whom you work or have previously worked with;
- Trade reviews with other Medical Service providers or businesses, compensate someone or be compensated for writing a review;
- Praise, recommend, describe positive experiences with, or otherwise promote a business you own or by whom you are employed; or
- Either post or allow a member of your staff to post a false or misleading review, (including reviews that are fabricated or exaggerate results) or any reviews about you on the Site.

However, nothing contained herein will be construed as prohibiting you from posting content in a response to content posted by another community member about your business; provided, that (a) you have provided true and accurate registration information to Cliniq about yourself, (b) you have clearly explained in your response that you are making a statement on behalf of the business (including your affiliation with the business), (c) your response is limited solely to providing factual information and explanations to refute any statements or allegations in the posted content about your business and your response does not violate any applicable privacy, and (d) your response does not otherwise attempt to promote your business or serve any commercial purposes, as determined in the sole discretion of Cliniq.

Additionally, you may not use the Site:

If you are under 18.

In any way or for any purpose that is against any local, state, federal or any other applicable laws.

In any way or for any purpose that harms or endangers us or our affiliates, resellers, distributors, service providers and/or suppliers (collectively, the "Cliniq Parties"), or any customer of a Cliniq Party;

To exploit, solicit or harm minors;

To copy any content from the Site, including photographs, and post those photographs or other content on any third-party website, including your own website.

To post or submit any content that is racist, sexist, inflammatory, defamatory, derogatory, hateful, harassing, threatening, abusive, profane, obscene, vulgar or sexually explicit, false, misleading, fraudulent, invasive of another's privacy or publicity rights, infringing of another's intellectual property rights, contains any trade secrets or other confidential information, or otherwise offensive or objectionable or violates any applicable laws;

To provide or purport to provide medical advice, prescription, diagnosis, or treatment recommendations to individual community members;

To register for multiple accounts or use the account of another person without their authorization;



To spam any community members or other users of the Site or to attempt to solicit business or direct community members or other users of the Site to a non-Cliniq site for commercial purposes unless authorized to do so by Cliniq or spamming;

You agree not to use any data mining, robots, or similar data gathering and extraction methods in connection with the Site;

To post links to sites or files that contain or are viruses, spyware, malware, or other harmful content;

To attempt to interfere with or disrupt the Site, any security features of the Site or any person's ability to use the Site; or

For any purposes for which the Site are not intended.

In addition, Cliniq is not obligated to enforce these MSP Terms or any other policies or guidelines against other community members, users, Medical Service providers or other third-parties on your behalf. If you believe a community member, Medical Service provider or other third-party has violated these MSP Terms or any other guidelines or policies of Cliniq, then please contact Cliniq via [contactus@cliniq.asia](mailto:contactus@cliniq.asia). Cliniq reserves the right to investigate the matter and take whatever action Cliniq deems appropriate in its sole discretion.

#### **4. Materials You Post or Provide; Communications Monitoring; Confidentiality**

As a Medical Service provider, you may be able to post or submit comments, answers to community members' questions, direct messages, photographs, videos (including videos created through a third-party tool) and other materials on or through the Site ("MSP Content"). You understand your MSP Content is not confidential and is publicly available for anyone to view and the MSP Content posted by you must be in compliance with all applicable privacy laws. Further, Cliniq is not responsible for the security of any information transmitted through the internet or the Site. You also understand that any MSP Content posted by you may not violate these MSP Terms (including section 3 of these MSP Terms) or any other guidelines and policies of Cliniq as well as any applicable federal, state or local laws (including, but not limited to the rules and laws of state medical boards) and the information you provide must not be false, inaccurate or misleading.

Cliniq does not claim any ownership rights in your MSP Content. However, by submitting MSP Content on the Site you are hereby expressly granting Cliniq a nonexclusive, irrevocable, worldwide, perpetual, royalty-free license (including sublicense) to use, copy, distribute, publicly display, publicly perform, modify (including create derivative works) or transmit (including digital transmission of a sound recording, if applicable) your MSP Content, in connection with the Site, any Cliniq Program and the Cliniq business, including without limitation promoting and redistributing part or all of the Site, any Cliniq Program or the Cliniq business, in any media formats and through any media channels now known or hereafter developed without any compensation or obligation to you. You also grant Cliniq permission to use your name, likeness and voice in connection with your MSP Content. In addition, by posting or uploading MSP Content to the Site, you hereby waive any rights of privacy or publicity. You also grant Cliniq the permission to grant any of the above rights to other persons or entities, including, but not limited, for the purpose of promoting the Site, any Cliniq Program or the Cliniq business without any compensation or obligation to you. You also grant Cliniq the right and authority to send takedown notices (on your behalf) related to your MSP Content to any individual or entity. In addition, for each MSP Content you post or submit, you represent and warrant that you have all rights and permission necessary for you to post or submit the MSP Content and to grant the licenses and permissions in this section. Further, you represent and warrant that the MSP Content does not violate any law.

You also understand and agree that Cliniq may, in its sole discretion, refuse, or remove part or all of your MSP Content from the Site at any time. Cliniq reserves the right to review and monitor MSP Content but is under no obligation to do so. In addition, Cliniq is not responsible for screening, monitoring or editing the MSP Content. Cliniq may disclose information about you, including the contents of such MSP Content, if we deem it necessary to: (1) conform to legal requirements or respond to legal process; (2) ensure your compliance with these MSP Terms or other Cliniq guidelines or policies; or (3) protect the rights, property, or interests of Cliniq, its employees, its community members, its partners or the public.



## **5. Reviews or Content Posted by Others.**

Cliniq does not have any responsibility, including editorial control, of any content posted by other Cliniq community members, Medical Service providers or other third-party content providers on the Site. The statements or content posted by Cliniq community members, Medical Service providers or other third-party content providers on the Site are those of the community members, Medical Service providers or other third-party content providers and are not the opinion of Cliniq. Cliniq does not make any representations or warranties about the accuracy or reliability of the content, including the opinions, statements or information posted by the Cliniq community members, Medical Service providers or other third-party content providers on the Site. The Cliniq community members, Medical Service providers and other third-party content providers are solely responsible for the content posted by them respectively.

Cliniq does not endorse or recommend any specific content, procedures, products, opinions, Medical Service providers or any other material or information available on the Site. In addition, the Medical Service providers featured on the Site are not employees or independent contractors of Cliniq.

There may be medical related, or health related materials posted by Cliniq community members, Medical Service providers or other third parties that may contain nudity. If you find these materials to be offensive, then you may want to use the Site in such a way as to limit your viewing of this material.

## **6. Copyright Policy.**

If you believe that your MSP Content or any other content has been used in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify Cliniq at [contactus@cliniq.asia](mailto:contactus@cliniq.asia). Provide all of the following in writing: (1) identify the copyrighted work you claim has been infringed or if multiple copyrighted works, then a representative list of such works on the Site; (2) identify the material on the Site that you claim is infringing and with enough detail so that we may locate the material; (3) provide a statement that you have a good faith belief that the use of the material on the Site is not authorized by the copyright owner, its agent, or the law; (4) provide a statement declaring that the notification is accurate, and, under penalty of perjury, that you are the owner of the copyright interest involved or that you are authorized to act on behalf of the exclusive owner; (5) provide information reasonably sufficient to permit Cliniq to contact you, such as an address, telephone number, and email address; and (6) your physical or electronic signature.

Upon receipt of notice as described above, Cliniq will take whatever action, in its sole discretion, it deems appropriate, including removal of the alleged infringing material from the Site.

## **7. Photograph/Video Policy.**

Medical Service providers must have consent from individuals and follow all Cliniq requirements before uploading, submitting or posting any photographs or videos (including the use of any third-party video tool whether or not provided by Cliniq) of individuals on the Site. When you upload or submit any photo or video of an individual, you represent and warrant that you have the appropriate consent and license to do so and the uploading or submission of the videos or photographs to the Site will not violate these MSP Terms, or any other applicable laws, including any applicable privacy laws. You also agree to indemnify Cliniq and the Cliniq Parties against any third-party claims related to the uploading or submitting of any videos or photographs by you or anyone affiliated with you (including an agent, employee of your practice or other third party acting on your behalf).

## **8. Links to Other Websites**

The Site and the Cliniq Program may contain links to other websites maintained by third parties ("Third Party Website") or you may be able to log into the Site or the Cliniq Program through a Third-Party Website. Third Party Websites are not under the control of Cliniq and Cliniq does not endorse or assume any responsibility for the content, information or functionality of any Third-Party Website. As a result, your access or use of any Third-Party Website is at your own risk and these MSP Terms, the Cliniq Privacy Policy, and any other Cliniq policies do not apply or govern any Third-



Party Website or your use of any Third-Party Website. You expressly relieve Cliniq of any and all liability related to the functionality, content or information contained on any Third-Party Website. In addition, your dealings with or participation in promotions of third parties found on the Site, including payment and delivery of goods or services any other terms (such as warranties) are solely between you and the third parties. You agree that Cliniq shall not be responsible for any loss or damage of any kind relating to your dealings with such third parties.

## **9. Cliniq Intellectual Property Rights**

Cliniq grants you a limited, personal, revocable, nonassignable and nonexclusive license to use the Site. Cliniq owns the text, photographs, videos, visual interfaces, interactive features, graphics, design, compilation, computer code, products, software and all other elements and components of the Site ("Cliniq Content"), excluding your MSP Content and community members' submissions. Cliniq owns the copyrights, trademarks, service marks, trade names and other intellectual property and proprietary rights throughout the world associated with the Cliniq Content and the Site, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. You may not modify, reproduce, republish, frame, download, transmit, distribute, rent, lease, loan, sell, assign, license, sublicense, reverse engineer, publicly display or create derivative works based on any of the Cliniq Content in whole or in part, or the Site except as expressly authorized in writing by Cliniq. In addition, Cliniq does not grant any express or implied rights in and to the Site and the Cliniq Content, and all rights in and to the Site and the Cliniq Content, are retained by Cliniq.

## **10. CLINIQ DISCLAIMS ALL WARRANTIES**

CLINIQ PROVIDES THE SITE "AS IS" "WITH ALL FAULTS" AND "AS AVAILABLE." YOUR USE OF THE SITE IS AT YOUR OWN RISK. CLINIQ DISCLAIMS ALL WARRANTIES (WHETHER EXPRESS OR IMPLIED), GUARANTEES OR CONDITIONS RELATED TO THE SITE. WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CLINIQ DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT AND NON-INFRINGEMENT AS WELL AS ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, QUALITY, PERFORMANCE AND SUITABILITY OF THE SITE. CLINIQ DOES NOT REPRESENT OR WARRANT THAT THE SITE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR DEFECTS. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE IS ENTIRELY AT YOUR OWN RISK. IN ADDITION, CLINIQ EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY WITH RESPECT TO SEPARATE AGREEMENTS YOU MAY MAKE WITH PATIENTS, CONSUMERS, COMMUNITY MEMBERS OR OTHER THIRD PARTIES, AND YOU WILL LOOK SOLELY TO SUCH PERSONS AND/OR ENTITIES WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF SUCH AGREEMENTS. WHILE CLINIQ TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SITE, CLINIQ DOES NOT GUARANTEE THAT THE SITE CANNOT BE COMPROMISED.

## **11. LIMITATION OF LIABILITY; YOUR EXCLUSIVE REMEDY**

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER CLINIQ OR THE CLINIQ PARTIES BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED, TO LOSS PROFITS AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF USE) ARISING OUT OF OR RELATING TO YOUR USE OF THE SITE EVEN IF CLINIQ OR ANY OF THE CLINIQ PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, IN NO EVENT SHALL EITHER CLINIQ OR THE CLINIQ PARTIES BE LIABLE TO YOU OR TO ANYONE FOR ANY DECISION MADE OR ACTION TAKEN BY A PARTY (INCLUDING, WITHOUT LIMITATION, BY ANY USER OR COMMUNITY MEMBER) IN RELIANCE ON ANY CONTENT OR OTHER INFORMATION ABOUT MEDICAL SERVICE PROVIDERS OR PROCEDURES POSTED ON THE SITE. CLINIQ AND THE CLINIQ PARTIES SHALL NOT BE LIABLE FOR ANY DAMAGES, DELAYS, OR NONPERFORMANCE CAUSED BY FACTORS OR ACTIVITIES BEYOND THEIR REASONABLE CONTROL, INCLUDING DELAYS AND NONPERFORMANCE CAUSED BY VIRUSES, DENIAL OF SERVICE ATTACKS, OTHER ACTS OR OMISSION OF THIRD PARTIES, INTERNET SERVICE PROVIDER FAILURES, STRIKES, LOCKOUTS, WORK SLOWDOWNS OR STOPPAGES, ACCIDENTS, FIRES, TERRORISM, ACTS OF GOD, GOVERNMENT RESTRICTIONS, MECHANICAL, ELECTRONIC OR COMMUNICATIONS FAILURES, WAR OR INSURRECTION.



NOTWITHSTANDING ANYTHING HEREIN, THE AGGREGATE LIABILITY OF CLINIQ TO YOU IN CONNECTION WITH THE SITE (INCLUDING ANY THIRD PARTY CONTENT ON THE SITE) AND THESE MSP TERMS WILL BE LIMITED TO THE AMOUNT, IF ANY, PAID BY YOU TO CLINIQ IN THE SIX (6) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, EVEN IF CLINIQ HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING TYPES OF LOSSES OR DAMAGES.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

## **12. Changes to the Site; Updates; Termination**

We may change the Site or delete features available on the Site at any time and for any reason. We are not obligated to provide maintenance, technical support or updates to you for the Site, but we may provide these in our discretion. We may terminate or suspend your MSP Account and your use of the Site or any services we may provide you that are associated with your use of the Site at any time in our discretion. Our termination or suspension may be without cause and/or without notice. You may terminate your use of the Site at any time, with or without cause, upon notice to us as specified in the customer support or "contact us" area on the Site. Upon termination, you may no longer use or access the Site. Once your use of the Site is terminated, any data you have stored on the Site may not be retrieved later. In addition, even if you terminate your use of the Site, ClinIQ may continue to show some or all of your MSP Content.

## **13. Jurisdiction**

Cliniq controls and operates the Site from its office in Kuala Lumpur, Malaysia and ClinIQ makes no representation that the MSP Content, content submitted by community members or any other content available on the Site or the Site are appropriate, available or may be downloaded for use outside Malaysia. You are responsible for complying with all of your local laws, if and to the extent your local laws are applicable. These MSP Terms and the Site are governed by the laws of Malaysia, excluding any conflicts of law provisions. When you register for an account and click "I accept", submit content to the Site, access, browse or otherwise use the Site, this means you hereby consent to the exclusive jurisdiction of Malaysia and you waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in Malaysia.

## **14. Indemnification**

You agree to indemnify and hold harmless ClinIQ and the ClinIQ Parties from and against any and all losses, liability, claims, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with: (i) any MSP Content you post or submit to or through the Site; (ii) your use of the Site; (iii) your conduct in connection with the Site or with other Medical Service providers and community members of the Site; (iv) any breach of these MSP Terms, other ClinIQ policies and guidelines; or (v) any violation of any law or the rights of any third party (including, but not limited to any violation of the rules, laws, guidelines or policies of any state medical board).

## **15. Claim Must Be Filed Within One Year; Arbitration**

Any dispute, claim or controversy arising out of or relating to these MSP Terms, ClinIQ, the Site or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration as the sole and exclusive remedy for such controversy or dispute. Any claim shall be made by filing a demand for arbitration within one (1) year following the event first giving rise to the claim. The arbitration shall be held in Malaysia before one arbitrator. Judgment on the Award may be entered in any court having jurisdiction. Each of the parties shall bear all of its own costs of arbitration except the fee for the arbitrator shall be equally split between the parties. The arbitrator shall not have the authority to modify these MSP Terms or award punitive or exemplary damages to either party. This clause shall not preclude



parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Seeking any such remedies shall not constitute a waiver of either party's right to compel arbitration.

## **16. Your Notices to Us**

You may notify us by e-mail. Your notices to us must be addressed as stated in the [contactus@cliniq.asia](mailto:contactus@cliniq.asia) or "contact us" area for the site.

## **17. Our Notices to You; Consent Regarding Electronic Communication**

This contract is in electronic form. There may be other information regarding the Site that the law requires us to send you. You agree that we may send you this information in electronic form. You have the right to withdraw this consent, but if you do, we may cancel your ability to use the Site. We may provide required information to you (1) via e-mail at the e-mail address you specified when you registered for a MSP Account (or subsequently provided when updating your account information), (2) by access to a Cliniq website that will be designated in an e-mail notice sent to you at the time the information is available, or (3) by access to a Cliniq website that will be generally designated in advance for this purpose. Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail. As long as you access and use the Site, you will have the necessary software and hardware to receive these notices. If you do not consent to receive any notices electronically, you must stop using the Site. If you want these MSP Terms provided to you in non-electronic form, then please send a request to [Cliniq at contactus@cliniq.asia](mailto:contactus@cliniq.asia). In that request, please provide your full name and address where Cliniq can send these MSP Terms in non-electronic form.

## **18. Miscellaneous**

These MSP Terms constitute the entire agreement between you and Cliniq regarding your use of the Site, and supersedes any prior agreements between you and Cliniq relating to your use of the Site. The failure of Cliniq to exercise or enforce any right or provision of these MSP Terms shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these MSP Terms is held invalid, the remainder of these MSP Terms shall continue in full force and effect. If any provision of these MSP Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these MSP Terms and shall not affect the validity and enforceability of any remaining provisions

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