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The limitations of liability and disclaimers in these Terms and Conditions apply regardless of the form of action, whether in contract, warranty, civil liability, delict, quasi-delict, strict liability, negligence, or other tort and shall survive a fundamental breach or breaches, or the failure of the essential purpose of contract or the failure of an exclusive remedy.

10. Indemnity

You agree to defend, indemnify and hold harmless each of MedicsPro Limited, its affiliates, and each of their officers, directors, employees and agents, including all third parties

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12. Arbitration

Any and all disputes arising out of these Terms and Conditions, its performance, breach, enforcement, existence or validity, including any failure of the parties to reach agreement with respect to matters provided for in these Terms and Conditions and all matters of dispute relating to the rights and obligations of the parties, which cannot be amicably resolved, even if only one of the parties declares that there is a difference, will be referred to and finally settled by private and confidential binding arbitration before a single arbitrator held in England, in English and governed by the laws of England & Wales. The arbitrator shall be a person who is legally trained and who has experience in the information technology field in the UK and is independent of either party.

Notwithstanding the foregoing, each party may pursue the protection intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

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(i) Except as expressly provided in additional terms of use for areas of the Site, a particular legal notice, or an additional Agreement, these Terms and Conditions constitute the entire agreement between MedicsPro Limited and you with respect to the subject matter hereof; (ii) Any cause of action you may have with respect to your use of this Site or which is the subject of these Terms and Conditions must be commenced within one (1) year after the claim or cause of action arises; (iii) If for any reason a court of competent jurisdiction finds any provision of these Terms and Conditions or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect; (iv) The relationship of the parties is solely that of independent contractors and neither party shall have

any authority to act for or bind the other party; (v) The waiver of any breach or default hereunder shall not constitute the waiver of any other or subsequent breach or default; (vi) No changes to these Terms and Conditions shall be made except by a revised posting on this page.

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