

Dietitian Nutrition Coaching Certification ECourse Click-Wrap License Agreement

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(c) THE LIMITATIONS SET FORTH IN THIS SECTION 10 SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.

11. Confidentiality. Each party agrees to use commercially reasonable efforts to maintain the confidentiality of any confidential information of the other party that it obtains pursuant to this Agreement consistent with the efforts such party uses to protect its own confidential and trade secret information of like importance, and shall take all reasonable steps to ensure that such confidential information is not disclosed or distributed by its employees or agents to third parties not subject in writing to an agreement to protect such confidential information. Each party agrees that the DNCC ECOURSE and Documentation shall be deemed confidential information of TSFN.

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(b) The relationship between Licensee and TSFN established by this Agreement is that of independent contractors. No joint venture or partnership is established by this Agreement. Neither party is the agent,

broker, partner, employee, or legal representative of the other for any purpose.

(c) All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses as may be designated by a party from time to time.

(d) This Agreement, together with all schedules attached hereto constitutes the sole and entire agreement between Licensee and TSFN with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(e) Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without TSFN's prior written consent, which consent TSFN may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Licensee will be deemed to be a transfer of rights, obligations or performance under this Agreement for which TSFN's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. TSFN may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(f) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(g) This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(h) If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

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(j) The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.