

# American Institute of Personal Injury Physicians Agreement 1.2024v.2

## **Provider Name:**

This Agreement ("Agreement") sets forth the legally binding terms for your purchase of AIPIP products and services, (collectively, "the Services"). This is a legally binding Agreement between you and AIPIP, SS, LLC ("Business Advisor"). By signing you agree to be bound by this Agreement. Read this Agreement carefully and save it. If you do not agree with it, you should not complete this agreement and discontinue the use of any AIPIP materials and/or services immediately.

The AIPIP **PI Power Documents** are designed to help physicians improve their understanding of Personal Injury. While your documents may be purchased by your business entity, the documents should only be used by one individual. You agree not to share these with anyone else. All AIPIP materials, resources, hard copy products, including free and bonus materials, etc. are for use only by the provider and office listed on Page 3 of this agreement.

**Payment.** Your purchase will be indicated on Page 3 of this Agreement. ***There are no refunds once a payment has been processed.*** You agree to pay the amount listed and not to cancel this transaction with your bank or credit card company. AIPIP, SS, LLC, is not responsible for any overdraft charges, over limit charges, or NSF fees by your bank or credit card company. You agree to contact AIPIP immediately to resolve any problems with your payments. Fees for all services are due in full at time of service, unless other arrangements have been made and agreed to in writing by AIPIP, SS, LLC.

**AIPIP Products.** This section applies only to hard copy products (AIPIP forms, letters, liens, or any other hard copy products offered). Hard-copy products cannot be returned. Unless otherwise indicated at the time of purchase, no refunds may be obtained for the purchase of downloadable or virtual products of any kind. Any hard-copy material(s) should be immediately downloaded to your computer in case of product loss (i.e. Discharge Summary, etc.). The fee for replacement of said materials will be made at 50% the current AIPIP price.

**Relationship.** Nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other; (ii) deem the parties to be acting as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking; or (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

**Assignment.** You may not, without the prior written consent of AIPIP, SS, LLC, assign this Agreement, in whole or in part, either voluntarily or by operation of law, and any attempt to do so shall be a material default of this Agreement and shall be void. Business Advisor's (AIPIP) rights and obligations, in whole or in part, under this Agreement may be assigned or transferred by Business Advisor (AIPIP).

**Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or remedies on any other person or entity.

**Governing Law.** This Agreement shall be interpreted according to the laws of the State of Arizona without regard to or application of choice-of-law rules or principles.

**Waiver.** No failure of either party to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches.

**Severability.** In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law and the other provisions of this Agreement will remain in full force and effect.

The parties further agree that in the event such provision is an essential part of this Agreement, they begin negotiations for a suitable replacement provision.

**Force Majeure.** If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitation, an act of God, fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers, vandals, or hackers (a "force majeure event") the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence; provided, however, that you will not be excused from the payment of any sums of money owed by you to AIPIP; and provided further, however, that if a party suffering a force majeure event is unable to cure that event within thirty (30) days, the other party may terminate this Agreement.

**Damage Waiver.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER SIMILAR DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR EXEMPLARY OR PUNITIVE DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, BUSINESS PARTNER'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALLTIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO BUSINESS PARTNER FOR THE SERVICES DURING THE TERM OF THE PROGRAM.

**Intellectual Property.** The materials provided are copyrighted and may not be reproduced in any form, or by any means, without the express written permission of AIPIP, SS, LLC. **You may not remove the copyright information from any AIPIP materials. You may not reproduce, republish, display, perform, distribute, modify, transmit, reuse, re-post or use the content of the materials for public or commercial purposes without the express written permission of AIPIP, SS, LLC.** The trademarks, logos and service marks (collectively the "Trademarks") displayed on the materials are registered and unregistered trademarks of AIPIP, SS, LLC and other third parties that have authorized the use of such trademarks.

Nothing contained in the materials should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any trademark displayed on the products without the written permission of AIPIP, SS, LLC or the appropriate third party. Your use of the trademarks displayed on the materials, or any other content, except as provided in these terms and conditions, is strictly prohibited.

**Construction.** This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the party drafting this Agreement in construing or interpreting the provisions hereof.

**Non-Use of AIPIP.** You shall not, in the course of performance of this Agreement, or thereafter, use American Institute of Personal Injury Physicians or AIPIP's name or logo in any advertising or promotional media without prior written consent.

**Remedies.** Except as provided herein, the rights and remedies of Business Advisor and AIPIP, SS, LLC are set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.

**Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their respective successors-in-interest, legal representatives, heirs and assigns.

**Disputes.** If there is any dispute about or involving the services, you agree that the dispute shall be governed by the laws of the State of Arizona, USA, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of Arizona, county of Maricopa. AIPIP, SS, LLC or you may demand that any dispute between you and AIPIP, SS, LLC about or involving the services must be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association (AAA) in Phoenix, Arizona, USA. The foregoing shall not prevent AIPIP, SS, LLC from seeking injunctive relief in a court of competent jurisdiction.

**Indemnity.** You agree to indemnify and hold AIPIP, SS, LLC, and their subsidiaries, and affiliates, and their respective officers, agents, attorneys and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by you or any third party due to or arising out of: this Agreement, your use of the Products, a breach of this Agreement, any breach of your representations and warranties set forth above, and/or if any content that you post using the services causes AIPIP or Business Advisor to be liable to another.

**Entire Agreement.** This Agreement represents the entire understanding relating to the services and prevails over any prior or contemporaneous, conflicting or additional communications. In order to participate in certain services, you may be notified that you may be required to agree to additional terms and conditions. You may receive a copy of this Agreement by emailing AIPIP.

**Contact.**

**[info@aikip.com](mailto:info@aikip.com)**

AIPIP

7150 E. Camelback Rd., Ste. 444

Scottsdale, Arizona 85251

(888) 924-7479

**Please Print Legibly:**

Provider Name \_\_\_\_\_ Office / Company Name \_\_\_\_\_

Office Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Office Phone Cell Phone

Personal Email Address **(where you want AIPIP to send communication emails and materials)**



Authorized AIPIP Signature

Provider Signature: \_\_\_\_\_

Date: \_\_\_\_\_