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As part of the Services, 3D4 may provide 3D4’s standard support services as set out at https://3d4medical.com/category/support, or other such URL that may be specified by 3D4 and as may be updated by 3D4 from time to time.

GOVERNING LAW
This Agreement will be governed by and construed in accordance with the laws of California, without regard to or application of conflict of laws rules or principles. Both parties agree to submit to the personal and exclusive jurisdiction of the state and federal courts of San Francisco to resolve any dispute or claim arising from this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Use of the Services is not authorized in any jurisdiction that does not give effect to all provisions of this Agreement, including, without limitation, this section.

MISCELLANEOUS
Assignment. You may not assign, delegate or transfer this Agreement or any rights hereunder, in whole or in part, by operation of law or otherwise, without 3D4’s prior written consent and any attempt to do so will be void. 3D4 may freely assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without notice to you.
Notices. All notices or approvals required or permitted under this Agreement will be delivered to you within the Services or to the email address that 3D4 has on file for your Account. You hereby consent to receive notices from 3D4 by the foregoing means, and such notices will be deemed effective when sent on a business day, and if not sent on a business day, then on the next business day. Except as otherwise specified in the Agreement, any notices to 3D4 under this Agreement shall be in writing and shall be deemed effective upon receipt when sent by confirmed email to info@3d4medical.com, or when delivered via first class registered U.S. mail, overnight courier, first class, registered or certified mail to 3D4Medical LLC., 15633 Rising River Place North, San Diego CA 92127, USA.

Waiver & Severability. The failure by either party to exercise or enforce, in any respect, any right provided for herein, shall not be deemed a waiver of that or any other provision herein. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable.

Force Majure. 3D4 shall not be liable for any failure or delay in performance under this Agreement for causes beyond its reasonable control and occurring without that party's fault or negligence, including, but not limited to: mechanical, electronic or communications failure and degradation; acts of God or government; flood, fire or civil unrest; acts of terror; strikes or other labor issues; computer attacks (by government/national entities or otherwise) or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility.

Entire Agreement. This Agreement, together with the Privacy Policy, constitutes the complete and exclusive statement of mutual understanding between the parties and supersedes any and all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

Relationship Between the Parties. The parties to this Agreement are independent contractors and this Agreement does not establish any relationship of agency, partnership, joint venture, employment, or franchise between the parties. You will not have the authority of any kind to bind 3D4 or incur obligations on its behalf in any respect whatsoever.

Contact. If you have any questions regarding this Agreement, please contact 3D4 at info@3d4medical.com.