

In the event the analysis has already started, cancellation is no longer possible and the total amount agreed to at the time of the Order shall be incurred.

§ 4 General Provisions

(1) Compliance

MGZ as well as the Partner agree that the institutions are operating in full compliance with the law, all applicable regulations, as well as with good clinical practice. If any of stipulations are not met, each party is responsible for obtaining such permits.

Furthermore, the Partner agrees that the institution is in good standing and there are no pending litigations or other legal processes which may have an adverse effect on the fulfillment of the contract.

(2) Intellectual Property Rights / Trademarks

All content on the homepage as well as in communication between MGZ and the Partner or Patient, including but not limited to texts, photos, and graphics, is the property of MGZ, unless otherwise indicated, and protected by copyright, trademark, or intellectual property rights.

(3) Links to Third-Party Sites

The Website may contain links to websites which are not operated by MGZ. MGZ shall not be held responsible for the content or services of such websites.

(4) Severability

This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

(5) Jurisdiction

This contract is subject to German law. The place of jurisdiction is Munich, Germany.