

WEBSITE AND PLATFORM TERMS AND CONDITIONS OF USE

1. INTRODUCTION.

A. PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

eMed Practice, LLC, a Florida Limited Liability Company, d/b/a emedicalpractice.com (hereinafter "eMedicalPractice") provides the information contained on this website, and/or any of the pages comprising the web site (hereinafter "Web site" or "site") to visitors, Providers, and registered members (hereinafter "Visitors," registered members and Visitors jointly referred to as "you" or "your" or "Users") subject to these terms and conditions of use, eMedicalPractice's Privacy Policy, as well as any other relevant terms and conditions, policies and notices (hereinafter, jointly referred to as "Terms") which may be applicable to a specific section or module of this site. This Agreement is meant to outline the scope of your use of the Site, the Service Agreement executed by Client shall address contractual matters including but not limited to compensation, customized services, term of the contract, etc. By accessing, using or obtaining any content, data, materials, information, products or services through our site, you agree to observe these Terms. eMedicalPractice may revise these Terms at any time. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages of this site. **If you do not accept these Terms or you do not meet or comply with their provisions, you may not use the site.**

B. eMedicalPractice is an affordable integrated EHR, Telemedicine, RCM, Clearinghouse, Patient Portal, Patient Engagement, RPM, CCM, MIPS Registry and Practice Management Solution that is designed to make your practice easier for you, your staff and your patients. eMedicalPractice specializes in providing an internet forum and internet-based software system to manage medical and patient data by health care providers via world wide web and through Mobile Applications (hereinafter "Apps"). eMedicalPractice's services include but are not limited to website, providing a portal which to manage medical and patient by health care providers (hereinafter "Providers") enrolled and participating with eMedicalPractice through the Site and/or Apps in helping medical practices schedule appointments, initial patient online self-registration, chart patient visits, e-prescribe/fax medications, send referral letters, connect with labs and share information with patients in real time, send claims insurances, Reporting and Analytics – all from a single interactive application. It eliminates inefficiency within medical offices and increases patient quality of care (hereinafter "Services"). **eMedicalPractice is not a healthcare provider.** eMedicalPractice does not provide any warranties or assurances as to the accuracy, speed, functionality, and/or the reliability of the data, response, or the overall use of the Site.

Neither eMedicalPractice nor the other members or users of the Site make any warranty as to the reliability, accuracy, timeliness, usefulness or completeness of any content appearing on this website.

C. Content of the Site & Health Related Information. You understand and agree that the health or health care related information, patient or patient related information, and all other content appearing on this website or developed with your input as part the Services:

- Is presented in summary form and intended to provide minimum patient information only so that a health care provider can be matched with a person in need of such service;
- Is not a substitute for any member or user to conduct their own diligent search as to the accuracy, authentication, and other information specific to any of the data; and
- Does not provide any warranties as to the accuracy of any patient information or relating to any health care provider.

D. Non-Emergencies. The services intended to be provided through this Site are strictly intended for non-emergent situations. eMedicalPractice is not a Health Care Clearinghouse.

E. eMedicalPractice does not provide medical or healthcare advice, or care. It is strictly intended as software services for the Services outlined above. eMedicalPractice or the services provided by eMedicalPractice, including the services provided for the Providers, are not a substitute for a Provider's ordinary and normal practice management. eMedicalPractice is a not a medical insurance service provider. eMedicalPractice is a not a Prescription Refill service provider.

2. USE OF SITE.

You may only use our site if you are at least 18 years of age and can enter into binding contracts (our site is not available for use by minors). You are responsible for maintaining the secrecy of your passwords, login and account information, if provided by eMedicalPractice. You will be financially accountable for all uses of our site by you and anyone using your password and login information. You may not use our site for any criminal or tortious purposes under the laws of any and all States within the United States of America and any other Country where you may be located. Such conduct includes but is not limited to the following: post or transmit any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law; or for any other purpose that is unlawful or prohibited by these Terms. By your use of this Web site you agree to indemnify eMedicalPractice against any loss, liability, damage or expense of whatever nature which eMedicalPractice or any third party may suffer which is caused by or attributable to, whether directly or indirectly, your use of the site to send or post any such message or material. We may, at any time and without advance notice or liability, terminate or restrict your access to all or any component of our site. Your access to our site may not

be uninterrupted or available at all times. We cannot promise that our site will be error-free, that defects or errors will be corrected or that our sites or the servers that make them available are free from viruses or other harmful components. You will not use any device, software or routine that interferes or attempts to interfere with the normal operation of our site or take any action that imposes an unreasonable load on our computer equipment.

3. INFORMATION ON THE SITE.

Every effort is made to update the information contained on this site, neither eMedicalPractice nor any third party or data or content provider make any representations or warranties, whether express, implied in law or residual, as to the sequence, accuracy, completeness or reliability of information, opinions, research information, data and/or content contained on the website; including, but not limited to, any information which may be provided by any third party or data or content providers (hereinafter "Information") and shall not be bound in any manner by any information contained on this site. eMedicalPractice reserves the right at any time to change or discontinue without notice, any aspect or feature of this website. No Information shall be construed as advice and Information is offered for informational purposes only and is not intended for transactional purposes, much less transactional directives. You and/or your eMedicalPractice must rely on the Information contained on this site at your own risk. If you find an error or omission at this site, please let us know.

4. OWNERSHIP.

eMedicalPractice owns all the content on this site. You will not copy, reproduce, republish, upload, post, transmit, distribute, sell, transfer or modify any of the content, data, information or materials found on our sites, and may not be copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any way, without eMedicalPractice's prior written permission. Trademarks, logos and service marks displayed on our sites (hereinafter "Marks") are our registered and common law Marks. Your use of and access to our site does not grant you any license or right to use any of these Marks not otherwise stated herein. You will not use any robot, spider, other automatic device, or manual process to monitor services available through our site.

5. SINGLE COPY LICENSE.

You acknowledge and agree that the services and products offered through this site and any necessary software used for aforementioned purposes (hereinafter "Software") contain proprietary and confidential information that may be protected by applicable intellectual property and other laws. Except as otherwise indicated on this site, you may use one copy of the information or Software (hereinafter "Materials") found on this site on a single computer for your use only unless specifically

licensed to do otherwise by eMedicalPractice in writing or as allowed by any license terms. This is a personal, non-transferable, non-exclusive right and one copy license, not a transfer of title, and is subject to the following restrictions: you may not: (a) modify the Materials or use them for any commercial purpose, or any public display, performance, sale or rental, including, without limitation, posting the Materials on any network computer or broadcasting them in any media; (b) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Materials; (c) remove any copyright or other proprietary notices from the Materials; (d) transfer the Materials to another person; (e) modify, rent, lease, loan, sell, distribute or create derivative works based on the service or the Software, in whole or in part, except as expressly authorized by eMedicalPractice or advertisers. You agree to prevent any unauthorized copying of the Materials. eMedicalPractice reserves all rights not expressly granted in these Terms. You agree not to modify the Software in any manner or form, or to use any modified versions of the Software, including, without limitation, for the purpose of obtaining unauthorized access to the service. You agree not to access the service by any means other than through the interface that is provided by eMedicalPractice for use in accessing the service. eMedicalPractice does not make any endorsements of Materials found or posted on the site.

6. TRADEMARK AND COPYRIGHT INFORMATION.

The Trademarks, names, logos and service marks displayed on this site are registered, pending registry, and unregistered trademarks of eMedicalPractice. Nothing contained on this site should be construed as granting any license or right to use any Trademark without the prior written permission of eMedicalPractice. Fair use of eMedicalPractice's trademarks in advertising and promotions of eMedicalPractice's products requires proper acknowledgement. Reference to or use of a product, service, or process does not imply endorsement, recommendation, approval, affiliation, or sponsorship of that product, service, or process by eMedicalPractice. The Information on this site, i.e., the site's content, is Copyright © protected; no portion of this site may be replicated elsewhere without the written approval of eMedicalPractice. You further acknowledge and agree that Content contained in sponsor advertisements on the site or information presented to you through the service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Any and all matters of infringement will be promptly referred to eMedicalPractice's legal counsel for full recourse allowed under law.

7. LINKS TO OTHER SITES.

Any links on this site including but not limited to Link Directories (hereinafter "Links"), may let you leave this Site and go to other Web sites. The linked sites are not under the control of eMedicalPractice, and eMedicalPractice is not responsible for the content, the accuracy thereof or any other aspect of any linked sites or any link contained in a linked site. eMedicalPractice reserves the right to terminate any Links or linking program at any time. eMedicalPractice does not endorse such Links, other companies or products, or information to which it links and reserves the right to

note as such on its site. If you decide to access any of the third-party Web sites linked to this site, you do this entirely at your own risk. No hypertext links shall be created from any Web site controlled by you or otherwise to this site without the express prior written permission of eMedicalPractice. Please contact eMedicalPractice if you would like to link to this website or would like to request a link to your Web site.

8. PUBLIC FORUMS AND USER SUBMISSIONS.

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (hereinafter "Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. eMedicalPractice is not responsible for any material submitted to the public areas by you or other visitors (which includes, but is not limited to bulletin boards, hosted pages, chat rooms, or any other public area found on the site). This means that you, and not eMedicalPractice is entirely responsible for all Content that you upload, post, email, transmit or otherwise make available on the site. eMedicalPractice does not control the Content posted in the aforementioned public areas of the site, and does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the site, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will eMedicalPractice be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the service. eMedicalPractice reserves the right to remove any material submitted or posted by you in the aforementioned public areas, without notice to you.

9. PROHIBITED USE.

Visitor and/or you agree and acknowledge that he/she/it is prohibited from encouraging or engaging in the following actions anywhere on this site. In order to combat harassing or illegal conduct, including fraud and unauthorized access to or abuse of Information, eMedicalPractice may monitor Visitor's and/or your site activities, and review Visitors and/or your records stored on its servers. Visitor and/or you agree that he/she/it shall not:

- A.** Upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- B.** Harm minors in any way;
- C.** Impersonate any person or entity, including, but not limited to, eMedicalPractice official, online discussion forum/chat room leader or system administrator, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- D.** Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the service;
- E.** Upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as

inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- F.** Upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights (hereinafter "Rights") of any party;
- G.** Upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain mail," "pyramid schemes," or any other form of solicitation, except to upload advertisements in the areas that are designated for the purpose of posting advertisements;
- H.** Upload, post, email, transmit or otherwise make available any material that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- I.** Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- J.** Interfere with or disrupt the service or servers or networks connected to the service, or disobey any requirements, procedures, policies or regulations of networks connected to the service;
- K.** Disrupt the functioning of the service and/or eMedicalPractice, or otherwise act in a way that interferes with other users' use of the service and/or eMedicalPractice;
- L.** "Stalk" or otherwise harass another;
- M.** Collect or store personal data about other users; or
- N.** Submit, or attempt to submit, contents containing marketing or promotional material which is intended to solicit business, without first obtaining the written authorization of eMedicalPractice.

You acknowledge that eMedicalPractice is not obliged to pre-screen Content, but that eMedicalPractice and its designees, agents, officers, directors and employees shall have the right (but not the obligation) in their sole discretion to refuse or remove, edit, move, discard any Content that is available via the site. Without limiting the foregoing, eMedicalPractice and its designees, agents, officers, directors and employees shall have the right to edit, delete, remove, discard any Content (including the Content that you have submitted) that violates this agreement or is otherwise objectionable, at its sole discretion. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by or submitted to eMedicalPractice. You acknowledge and agree that eMedicalPractice may preserve and disclose Content, and information about registered users, including those who submit data on this site and service, if required to do so by law or in our good faith belief that such preservation and disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this agreement; (c) respond to claims that any Content violates the rights of third-parties; (d) protect the rights, property, or personal safety of eMedicalPractice, its users and the public; or (e) administer the service, its membership registration, its subscription and signup procedures. You understand that the technical processing and transmission of the service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

10. OTHER PROVIDERS.

eMedicalPractice's services may not be used to circumvent the policies of any other provider of any type. Violations of this policy shall result in immediate termination of service without refund.

11. PAYMENT.

If applicable, orders are not binding upon eMedicalPractice until accepted by eMedicalPractice and a Client through a Service Agreement. Terms of payment are within eMedicalPractice's sole discretion. eMedicalPractice may invoice parts of a Service Order separately.

12. REFUNDS.

Any refunds shall be bound by the eMedicalPractice Service Agreement. eMedicalPractice shall take necessary legal action against any party who obtains an unauthorized refund for services rendered.

13. ACCOUNT CANCELLATION.

eMedicalPractice reserves the right to cancel accounts at any time. Other matters related to the Termination shall be bound by the Service Agreement.

14. WARRANTIES.

eMedicalPractice makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding any service, any information, including but not limited information relating to you and/or your eMedicalPractice or material and information transmitted over eMedicalPractice's site.

15. ALTERATION, AMENDMENT OR MODIFICATION.

eMedicalPractice may at any time modify the Manual, and relevant Terms, policies or notices. The Visitor and/or you hereby acknowledges that by visiting the site from time to time, he/she/it shall become bound to the current version of the relevant terms and conditions (hereinafter "current version") and, unless stated in the current version, all previous versions shall be superseded by the current version. Visitor and/or you shall be responsible for reviewing the then current version each time Visitor and/or you visit the site. eMedicalPractice will try to the best of its abilities and capabilities to keep you as informed as possible through notices and messages through electronic mail and through Site Account alerts and messages.

16. CONFLICT.

Where any conflict or contradiction appears between the provisions of these Terms and any other relevant terms and conditions, policies or notices, the other relevant terms and conditions, policies or notices which relate specifically to a particular section or module of the site shall prevail in respect of your use of the relevant section or module of the site.

17. WAIVER.

No indulgence or extension of time which either the Visitor or You or eMedicalPractice may grant to the other shall constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of eMedicalPractice in terms hereof, except in the event or to the extent that eMedicalPractice has signed a written document expressly waiving or limiting such rights.

18. CESSION.

eMedicalPractice shall be entitled to unilaterally cede, assign and delegate all or any of its rights and obligations in terms of any relevant terms and conditions, policies and notices to any third party.

19. SEVERABILITY.

All provisions of any relevant terms and conditions, policies and notices are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. If any provision(s) hereof is declared invalid by a court of competent jurisdiction, such provision(s) shall be ineffective only to the extent of such invalidity, so that the remainder of that provision(s) and all remaining provisions of this agreement with eMedicalPractice will continue in full force and effect.

20. COMMENTS OR QUESTIONS.

If you have any questions, comments or concerns arising from this site, the privacy policy or any other relevant terms and conditions, policies and notices or the way in which we are handling your personal information please contact us at info@emedpractice.com.

21. HIPAA.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended, and all rules and regulations promulgated thereunder. Providers specifically agree and consent not to use any individually identifiable information, or any other information including patient information in violation of HIPAA. eMedicalPractice shall remain HIPAA compliant with its obligations. Providers shall from time to time and in a routine matter conduct HIPAA risk analysis and maintain a comprehensive HIPAA risk management program that includes appropriate physical, technical and administrative safeguards. Providers shall take the following measures and provide consent to the following in connection with HIPAA risk analysis:

- Training of all authorized users on your policies and procedures and use of this Site in an adequate manner;
- Take special precaution when using any features on the Site or Apps that require the use of SMS Texting or Messaging outside the Site Platform to communicate any HIPAA information. Such communications can be especially risky and prone to security breaches and You and your agents acknowledge and agree that you shall bear the sole responsibility whether to prohibit, places limitations, determine if such communications are permitted and lawful, and in placing adequate safeguards and measures in connection of your HIPAA Risk Management Program;
- You shall execute a proper Business Associate Agreement with eMedicalPractice. Such Business Associate Agreement may be changed from time to time for compliance. You agree that our use or disclosure of Protected Health Information (hereinafter "PHI") under this Agreement or otherwise shall be governed by such Business Associate Agreement;
- You and your agents grant eMedicalPractice the right and your consent to communicate outside the Site Platform through SMS messaging, phone messaging, and other messaging services in connection with the Services provided to you in accordance with the direction and limitations provided by you;
- In protecting your mobile phones, computers, and other devices; and
- All functionality or services by third-parties or functionality and other apps on your phones or computers are not within the scope of our Platform and your and your agents are sole responsible for their use and integration with Site.

22. GOVERNING LAW.

These Terms shall be governed by the laws of the State of Florida, United States of America, (without regard to the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect and performance. THE PARTIES AGREE THAT THE EXCLUSIVE VENUE FOR ALL LEGAL ACTIONS, MEDIATION AND ARBITRATION RELATING IN ANY MANNER TO THESE TERMS SHALL ONLY BE IN A FEDERAL OR STATE COURT OF COMPETENT JURISDICTION LOCATED IN ORANGE COUNTY, FLORIDA, UNITED STATES OF AMERICA.

23. MEDIATION AND ARBITRATION.

Any disputes between the parties hereto, whether arising under this agreement or otherwise, which the parties cannot resolve between themselves using good faith shall be referred to a court certified mediator in the County of the principal office of eMedicalPractice, and any mediation shall be held in the County of the principal office of eMedicalPractice. Visitor or you shall bear the cost of said mediation. In the event that said dispute is not resolved in mediation, the parties shall submit the dispute to a neutral arbitrator residing in the County of the principal address of eMedicalPractice. The arbitration shall be held in the County of the principal office of eMedicalPractice. If either party refuses to comply with a ruling or decision of the arbitrator and a lawsuit is brought to enforce said ruling or decision, it is agreed that the party not complying with the

ruling or decision of the arbitrator shall pay all the court costs and reasonable attorney's fees (including Trial and Appellate attorney's fees) incurred in enforcing the ruling or decision of the arbitrator. Any rights of injunctive relief shall be in addition to and not in derogation or limitation of any other legal rights. Notwithstanding and in addition to the foregoing, should eMedicalPractice retain any attorney or collection agency for the purpose of collecting monies owed by you to eMedicalPractice for services or products sold hereunder, you shall pay all of eMedicalPractice's costs of collection, including attorney's fees, whether or not a lawsuit is filed to collect the debt.

24. INDEMNIFICATION.

YOU HEREBY AGREE, AT YOUR OWN EXPENSE, TO INDEMNIFY, DEFEND AND HOLD EMEDICALPRACTICE (AND ITS DESIGNEES, AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES) HARMLESS FROM AND AGAINST ANY LOSS, COST, DAMAGE, LIABILITY, OR EXPENSE ARISING OUT OF OR RELATING TO ANY THIRD-PARTY CLAIM, ACTION, DEMAND OR ALLEGATION BROUGHT AGAINST EMEDICALPRACTICE BASED UPON OR RELATING TO, DUE TO OR ARISING OUT OF (A) A DISPUTE BETWEEN YOU AND A VENDOR OR A USER (REGISTERED OR OTHERWISE) OVER THE TERMS AND CONDITIONS OF A CONTRACT OR RELATED TO THE PURCHASE AND SALE OF ANY GOODS/SERVICES, (B) YOUR BREACH OF THESE TERMS, (C) ANY ACTION BY YOU OR A VENDOR OR A USER (REGISTERED OR OTHERWISE) WHICH VIOLATES ANY LAW, REGULATION OR RIGHTS OF A THIRD PARTY, OR (D) CONTENT YOU SUBMIT, POST, TRANSMIT OR MAKE AVAILABLE THROUGH THE SERVICE, YOUR USE OF THE SERVICE, YOUR CONNECTION TO THE SERVICE, YOUR VIOLATION OF THE TERMS, OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER.

25. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- A. WE MAKE NO WARRANTY OF ANY KIND REGARDING OUR SITE AND/OR ANY CONTENT, DATA, MATERIALS, INFORMATION, PRODUCTS OR SERVICES PROVIDED ON OUR SITES, ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WE EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THIS WARRANTY DISCLAIMER MAY BE LIMITED IN ITS APPLICABILITY TO YOU.
- B. WE EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT OUR SITE OR SERVICES (I) WILL MEET YOUR REQUIREMENTS, (II) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, AND/OR (III) WILL PROVIDE RESULTS THAT WILL BE ACCURATE OR RELIABLE.
- C. WE FURTHER DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE OR SERVICE WILL MEET YOUR EXPECTATIONS, AND/OR (II) THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

- D. WITHOUT LIMITING THE FOREGOING, YOU SHOULD BE AWARE THAT ANY SERVICES OBTAINED BY YOU THROUGH THE SITE OR SERVICE MAY CONTAIN ERRORS, OMISSIONS, INACCURACIES, OR OUTDATED INFORMATION. WE FURTHER DISCLAIM ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS, ADEQUACY, CURRENCY, VALIDITY, OR RELIABILITY OF ANY MATERIALS, AND TIMELINESS OF ANY CONTENT OR INFORMATION FOUND ON OUR SITES. EMEDICALPRACTICE MAKES NO COMMITMENT TO UPDATE SUCH CONTENT OR INFORMATION.
- E. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- F. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EMEDICALPRACTICE OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT OTHERWISE EXPRESSLY STATED IN THESE TERMS.

26. LIMITATION OF LIABILITY.

BY USING THIS SITE, YOU REPRESENT AND WARRANT THAT YOU UNDERSTAND AND AGREE THAT:

- A. EMEDICALPRACTICE NOR ITS AGENTS SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR ANY DAMAGES WHATSOEVER INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REPUTATION, GOODWILL, USE, DATA, PROFITS OR OTHER INTANGIBLE LOSSES, BUSINESS INTERRUPTION, LOSS OF INFORMATION (EVEN IF EMEDICALPRACTICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE, MATERIALS OR THE SITE; (II) THE COST OF PROCUREMENT OF SERVICES RESULTING FROM ANY DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL EMEDICALPRACTICE NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, DESIGNEES, OR AGENTS, BE LIABLE TO YOU FOR ANY LOSS OR INJURY ARISING OUT OF OR RELATING TO THIS AGREEMENT REGARDLESS OF THE FORM OF CLAIM OR ACTION.
- B. EMEDICALPRACTICE OR ITS AGENTS SHALL NOT BE RESPONSIBLE OR LIABLE FOR (A) ANY DAMAGES TO OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS THE RESULT OF YOUR ACCESS TO, USE OF OR BROWSING IN OUR SITES OR YOUR DOWNLOADING OF ANY CONTENT, INFORMATION, MATERIALS, DATA, TEXT, IMAGES, VIDEO OR AUDIO FROM OUR SITES OR (B) ANY

INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH (I) ANY USE OF OUR SITES OR CONTENT, DATA, MATERIALS OR INFORMATION FOUND THEREIN, (II) ANY FAILURE OR DELAY IN THE USE OF OR INABILITY TO USE ANY COMPONENT OF THIS SITE, OR (III) ANY PERFORMANCE OR NON PERFORMANCE BY US, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES TO A PARTY OR PARTIES.

- C.** THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. YOU MUST USE CAUTION WHEN CONTACTING THIRD PARTIES THROUGH OUR WEB SITE INCLUDING BUT NOT LIMITED TO REGISTERED MEMBERS. IF, DESPITE THE LIMITATION ABOVE, WE ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH ANY OF THE OCCURRENCES DESCRIBED IN THE LIMITATION ABOVE, THEN OUR LIABILITY WILL IN NO EVENT EXCEED, IN TOTAL, THE SUM OF US\$250.00. SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY, SO THE LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

27. RELEASE.

EMEDICALPRACTICE IS NOT A PARTY TO ANY ACTUAL ENGAGEMENT BETWEEN PROVIDERS, OTHER USERS (REGISTERED OR OTHERWISE) AND PATIENTS OR THE CUSTOMERS OF PROVIDER. YOU ARE WHOLLY RESPONSIBLE FOR ALL ACTIVITIES CONDUCTED THROUGH YOUR ACCOUNT IN ACCESING THE SITE. EMEDICALPRACTICE ENCOURAGES YOU TO DEVELOP SAFE BUSINESS PRACTICES WHEN USING THE INTERNET. YOU RELEASE EMEDICALPRACTICE (AND ITS DESIGNEES, AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES) FROM ALL CLAIMS, DEMANDS AND DAMAGES OF EVERY KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO, ACTUAL, CONSEQUENTIAL, SPECIAL, PUNITIVE AND INCIDENTAL DAMAGES), KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF THE SERVICES PROVIDED BY US, OR ANY ACTIONS OR OMISSIONS OF A VENDOR OR USER (REGISTERED OR OTHERWISE).

28. GENERAL.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the service or the Terms, must be filed within one (1) year after the date of such claim or cause of action arose or be forever barred. The failure of eMedicalPractice to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

You may not assign this agreement with eMedicalPractice or any of its rights or obligations without the prior written consent of eMedicalPractice, and any such attempted assignment will be void. Subject to the foregoing, this agreement with eMedicalPractice shall inure to the benefit of and be binding upon the permitted successors, legal representatives and assigns of the parties hereto. Nothing herein shall be construed to create a partnership, joint venture, franchise, employment, or any other agency relationship between the parties. The section titles in these Terms are for convenience only and have no legal or contractual effect. Please report any violations of these Terms to eMed Practice, LLC, a Florida limited liability company, U.S.A. or email us at info@emedpractice.com.

29. PRIVACY POLICY.

eMedicalPractice's web server automatically recognizes the domain name of visitors to this site. Email addresses and other information voluntarily submitted in emails, registrations, surveys, and other postings, and non-user specific information on what pages, ads and links visitors' access may also be collected. This information is used for internal review and then discarded, to improve the content and design of this site, to notify customers about eMedicalPractice's products and services that may be of interest to them. If you have received an email from eMedicalPractice, and do not wish to receive email from eMedicalPractice in the future, please type the word "Delete" or "UnSubscribe" in your reply and return the message to eMedicalPractice. Non-user specific information about what pages visitors access and what ads and links are clicked, may be shared with site advertisers and sponsors; you will never be individually identified to an outside eMedicalPractice or organization in this context. It is eMedicalPractice's policy not to sell or market nonpublic personal information of registered members of the site to third parties without their consent. Such information is used solely in the conduct of eMedicalPractice business and to provide high-quality services to our registered members. eMedicalPractice will share your nonpublic personal information with third parties only to the extent eMedicalPractice believes it is reasonably necessary to provide eMedicalPractice's services. In addition, in connection with providing services to you, eMedicalPractice may also share your nonpublic personal and personally identifiable information with our affiliates. From time to time, we make the email addresses and postal addresses of those ordering eMedicalPractice products and membership available to other reputable companies whose products or services may be of interest. If you do not want this information sent to you, please indicate by checking the appropriate box on your online order form ("I would prefer not to receive information or advertising from companies not affiliated with eMedicalPractice"). Although eMedicalPractice may analyze and aggregate your nonpublic personal information internally for the purposes of compiling statistics, evaluating trends in the marketplace, and evaluating the overall effectiveness of eMedicalPractice' services, no nonpublic personal information will be shared with third parties, except as provided herein, or used in any promotional materials. Safeguarding the members' nonpublic personal information is a primary concern for eMedicalPractice and eMedicalPractice has taken several steps to ensure that your nonpublic personal information is secure including the use of encryption technology to protect your sensitive information. This system ensures that your data is going to only to eMedicalPractice servers, by encrypting all network traffic between our machines. Members who supply their telephone numbers online may receive phone calls from eMedicalPractice regarding their information. Please provide eMedicalPractice with your correct phone number. If you wish to be placed on our "do not share" list, please email the Site Administrator

at privacyofficer@emedpractice.com. eMedicalPractice reserves the right to release such information to law enforcement or other governmental officials as, in eMedicalPractice's sole and absolute discretion, it is deemed necessary to comply with the law. eMedicalPractice reserves the right to change this privacy statement in its sole and absolute discretion. Any changes to this Privacy Statement will be communicated through this site at least five days in advance of implementation and will apply only to that nonpublic personal information collected from you after the date of implementation.

ACCEPT

DECLINE