

Terms of use

We hope you love using CarePortMD. We really do. This document contains important information that you need to consider before making an important decision.

Effective Date: July __, 2018.

The following terms and conditions constitute an agreement between you and CarePortMD, LLC. ("CarePortMD," "we," or "us"), the operator of CarePortMD.com (the "Site") and related websites, applications, services and mobile applications provided by CarePortMD and on/in which these Terms of Use are posted or referenced (collectively, the "Services"). These terms of use (the "Terms of Use"), together with our PRIVACY POLICY, and ACCEPTABLE USE POLICY (each of which are incorporated herein by reference, and collectively, this "Agreement") govern your use of the Services, whether or not you have created an account.

By using or otherwise accessing the services and/or by creating an account with us, you agree to the terms of this agreement, including the information practices disclosed in our privacy policy, and the use restrictions in the acceptable use policy. You also agree to resolve any dispute that you may have with us or the services in the state of Delaware. If you do not agree with this agreement, you cannot use the services. Please note that we offer the Services "AS IS" and without warranties. If you create an account or use the Services on behalf of an individual or entity other than yourself, you represent that you are authorized by such individual or entity to accept this Agreement on such individual's or entity's behalf.

1. About The Site

Portions of the Services can be viewed without a CarePortMD account. To benefit from all of the Services we offer, you must create a CarePortMD account and provide certain basic information about yourself, which you authorize CarePortMD to use and disclose as described in our Privacy Policy.

You acknowledge that although some Content may be provided by healthcare professionals, the provision of such Content does not create a medical professional/patient relationship, and does not constitute an opinion, medical advice, or diagnosis or treatment, but is provided to assist you in choosing a doctor, professional, provider, or organization (collectively, "Healthcare Provider"). "Content" means content, text, data, graphics, images, photographs, video, audio, information, suggestions, guidance, and other materials provided, made available or otherwise found through the Services and/or Site, including, without limitation, Content provided in direct response to your questions or request(s) for Services.

While we make reasonable efforts to provide you with accurate content, we make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, expertise, quality of work, price or cost information, insurance coverage or benefit information, or any other content available through the services. In no event shall we be liable to you or anyone else for any

decision made or action taken by you in reliance on any such content. Furthermore, we do not in any way endorse or recommend any individual or entity listed or accessible through the services.

2. We Do Not Provide Medical Advice

The Content that you obtain or receive from CarePortMD, its employees, contractors, partners, sponsors, advertisers, licensors or otherwise through the Services, is for informational, scheduling and payment purposes only. All medically related information, including, without limitation, information shared via the CarePortMD website and mobile application, the CarePortMD Buzz, CarePortMD emails and text messages, and CarePortMD advertising, comes from independent healthcare professionals and organizations and is for informational purposes only.

While we hope the content is useful in your healthcare journey, it is not intended as a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment. Do not disregard, avoid or delay obtaining medical advice from a qualified healthcare provider, under any circumstance. Do not use the services for emergency medical needs. If you experience a medical emergency, immediately call 9-1-1. Your use of the content is solely at your own risk. Nothing stated or posted on the site or available through any services is intended to be, and must not be taken to be, the practice of medicine, nursing, or other professional healthcare advice, or the provision of medical care.

We do not recommend or endorse any specific tests, Healthcare Providers, procedures, opinions, or other information that may appear through the Services. If you rely on any Content, you do so solely at your own risk. We encourage you to independently confirm any Content relevant to you with other sources, including the Healthcare Provider's office, medical associations relevant to the applicable specialty, your state medical boards, and the appropriate licensing or certification authorities to verify listed credentials and education.

3. No Doctor Patient Relationship

Doctors, nurses, and other medical professionals use the services to share content with you, but your use of this content is not a substitute for healthcare. No licensed medical professional/patient relationship is created between you and CarePortMD when you use the services or content. This is true whether such content is provided by or through the use of the services or through any other communications from CarePortMD including, without limitation, the "find healthcare nearby" feature, the "connect to health secretary" feature, CarePortMD emails or text messages, or any assistance we may provide to help you find an appropriate healthcare provider.

CarePortMD encourages Healthcare Providers to use the Services responsibly, but we have no control over, and cannot guarantee the availability of, any Healthcare Provider at any particular time. We will not be liable for cancelled or otherwise unfulfilled appointments, or any injury resulting therefrom, or for any other injury resulting or arising from, or related to, the use of the Site or Services whatsoever.

4. Authorization and Acknowledgement; Important Information about Healthcare Provider Relationships and Healthcare Provider Lists

In connection with using the Site and the Services to locate and schedule appointments with Healthcare Providers, you understand that:

You are responsible for choosing your own healthcare provider.

CarePortMD makes reasonable efforts to ensure that Healthcare Providers only participate in the Services if they hold all active licenses required by law to practice the specialties of the services offered by them, and are not excluded from participation in the Medicare and Medicaid programs. CarePortMD may exclude Healthcare Providers who, in CarePortMD's discretion, have engaged in inappropriate or unprofessional conduct.

Some Healthcare Providers listed through the Services enter into contracts with us, and may pay us a fee in order to be marketed through or to use the Services. To help you find Healthcare Providers who may be suitable for your needs, and enable the maximum choice and diversity of Healthcare Providers participating in the Services, we will provide you with lists of Healthcare Providers. These results are based on information that you provide to us, such as insurance information, geographical location, and your individual medical needs. They may also be based on other criteria (including, for example, Healthcare Provider availability, past selections by and/or ratings of Healthcare Providers by you or by other CarePortMD users, and past experience of CarePortMD users with Healthcare Providers). Note that CarePortMD (a) does not recommend or endorse any Healthcare Providers, (b) does not make any representations or warranties with respect to these Healthcare Providers or the quality of the healthcare services they may provide, and (c) does not receive any additional fees from Healthcare Providers for featuring them (i.e., higher or better placement on lists) through the Services (subject to Sponsored Results as described below).

We may show you advertisements or sponsored results ("Sponsored Results") on the Site, including the identification of CarePortMD preferred partner ("Preferred Partner") locations. CarePortMD receives additional fees from Healthcare Providers for providing Sponsored Results and Preferred Partner arrangements. Sponsored Results shown through the Services are not, and should not be considered, an endorsement or recommendation by CarePortMD of the Healthcare Provider.

5. The Services and Content Are Informational and Educational Resources

The Services are an informational and educational resource for consumers and Healthcare Providers. We may, but have no obligation to, publish Content through the Services that is reviewed by our editorial personnel. No party (including CarePortMD) involved in the preparation or publication of such works

guarantee that the Content is timely, accurate or complete, and they will not be responsible or liable for any errors or omissions in, or for the results obtained from the use of, such Content.

Healthcare Provider Content:

Healthcare Provider and practice Content is intended for general reference purposes only. Healthcare Provider Content may be provided by the Healthcare Provider and/or office staff, and collected from multiple other data sources that may not be confirmed by the Healthcare Provider. Such Content can change frequently and may become out of date, incomplete or inaccurate. Neither the Site nor CarePortMD provides any advice or qualification certification about any particular Healthcare Provider. [Exception – CarePortMD locations]

Procedures/Products/Services:

The procedures, products, services and devices discussed and/or marketed through the Services are not applicable to all individuals, patients or all clinical situations. Any procedures, products, services or devices represented through the Services by advertisers, sponsors, and other participants of the Services, either paid or unpaid, are presented for your awareness and do not necessarily imply, and we make no claims as to, safety or appropriateness for any particular individual or prediction of effectiveness, outcome or success.

Insurance Content:

The insurance and insurance related Content (including, without limitation, insurance coverage and benefit Content) (“Insurance Content”) may be intended for general reference purposes and for your convenience only. Such Insurance Content may be based on Personal Information (as defined below) you provide to us as well as Healthcare Provider Content (such as CPT codes and other encounter data). The Insurance Content is provided either directly by the insurance provider you identify or via a third-party clearinghouse. Insurance Content can change frequently and may become out of date, incomplete or inaccurate. To make this Content as accurate as possible, you agree that you will (a) provide accurate and complete insurance-related Personal Information, and (b) verify and update your insurance-related Personal Information (including, without limitation, verifying such Personal Information obtained by automated means from an insurance card you provide). Although CarePortMD strives to provide you with accurate Insurance Content, we are not responsible for any inaccurate, incomplete or outdated Insurance Content, and you are responsible for complying with subparts (a) and (b) hereof.

6. Your Personal Information

Protecting patient privacy and keeping your information secure are among our biggest priorities. This section will help you understand what information we ask for and why.

To create a CarePortMD account, you must provide a few pieces of basic information about yourself. When you book an appointment through CarePortMD, we pass along this information to your Healthcare Provider on your behalf.

If you wish to benefit from other Services we provide, you can choose to share additional information with CarePortMD. Our Privacy Policy details how we may use, share, and maintain the information that you voluntarily share with CarePortMD, which may include, without limitation, your name, address, social security number and contact information, insurance information, medical history and current medical needs, billing information, and other information (collectively, "Personal Information").

By submitting such information, you authorize CarePortMD, its employees, its agents and others operating on its behalf to use and/or disclose such information in accordance with our Privacy Policy. Please review the Privacy Policy carefully, as your use of the Services constitutes your agreement to it.

You may elect to enter information into a medical history form ("Medical History Form") on behalf of yourself or a third party from whom you have authorization to provide such information. You can request (and in doing so, authorize) CarePortMD to provide this information to your chosen Healthcare Provider. You acknowledge and agree that such information will be reviewed and approved by you or someone authorized by you at the time of your appointment to ensure its accuracy. You also acknowledge that CarePortMD may use the data or information you provide in a Medical History Form in accordance with our Privacy Policy.

7. Your Responsibilities

7.1. Your Account Credentials

When you create a CarePortMD account, you will provide an email address and create a password (collectively, "Credentials"). You should keep your Credentials private and not share your Credentials with anyone else. You must immediately notify us if your password has been stolen or compromised by sending an email to service@CarePortMD.com.

7.2. Your Responsibilities Generally

Use of the Site and some of the Services offered through the Site are free, but you are still responsible for your healthcare expenses. Usual, customary and any other charges for any medical or related services rendered by Healthcare Providers will apply and will be entirely your responsibility. This includes but is not limited to the use of the Services provided by CarePortMD Health Secretaries, telemedicine consultations with Healthcare Providers accessed through the Site, and/or the use of CarePortMD locations. You will be charged for these Services. You are responsible for ensuring that all information that you provide to CarePortMD is accurate and up-to-date, including, if applicable, your insurance information. Some Services may not be available through your Healthcare Provider depending upon a number of factors, including your insurance participation. Ultimately, you must resolve any dispute between you or any Healthcare Provider arising from any transaction hereunder directly with the Healthcare Provider.

You are responsible for all use of the Services and for all use of your Credentials, including use by others to whom you have given your Credentials. You may only use the Site and the Services for lawful, non-commercial purposes. You may not use the Site in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other

party's use and enjoyment of the Site or the Services. You may not attempt to gain unauthorized access to any of the Services, user accounts, or computer systems or networks, through hacking, password mining or any other means. You may not accumulate or index, directly or indirectly, any Content or portion of the Site and/or Services (including, without limitation, Healthcare Provider Content, appointment availability, price information, and Insurance Content) for any purpose whatsoever.

You are also responsible for reviewing and complying with the terms set forth in our Acceptable Use Policy.

In addition to our rights in these Terms of Use, we may take any legal action and implement any technological measures to prevent violations of the restrictions hereunder and to enforce these Terms of Use or our Acceptable Use Policy.

7.3. Responsibilities of Healthcare Providers and Others in the Healthcare or Medical Industries

If you are a Healthcare Provider or other person or entity in the healthcare or medical industries, regardless of whether you maintain an account with CarePortMD or whether you schedule or intend to schedule appointments (including appointments for Designated Provider Services) through the Services, you acknowledge and agree that:

- A. You will not use the Services to view access or otherwise use, directly or indirectly, price, availability, or other Content for any purpose other than your own personal use as a patient or prospective patient.
- B. You will not use the Services to establish, attempt to establish, or enforce, directly or indirectly, any agreement or coordination of the prices charged for any product or service; the kinds, frequencies or amounts of any product or service offered; or the customer or customer categories for any product or service, or otherwise engage or attempt to engage in price fixing, output restriction, or customer or market allocation.
- C. You will not use the Services, directly or indirectly, to engage in any anti-competitive, deceptive or unfair practices, or otherwise violate applicable antitrust, competition or consumer protection laws, or regulations.

8. Your Responsibilities

8.1. Changes to the Services; New Services

We may from time to time add new features to the Services, substitute a new service for one of the existing Services, or discontinue or suspend one of the existing Services. Under no circumstances will CarePortMD be liable for any suspension or discontinuation of any of the Services or portion thereof, and the use of new services will be governed by this Agreement.

8.2. Additional Terms

Some Services may have additional terms (including, without limitation, policies, guidelines, and rules) that will further govern your use of that particular Service, and supplement this Agreement. If you choose to register for, access or use any such Services, you may be presented with such additional terms. By using those Services, you agree to comply with any such additional terms, which are incorporated by reference into this Agreement.

9. Links to Other Websites

While using the Services, you may encounter links to other websites. These links are provided for your convenience only and we do not endorse these sites or the products and services they provide. You acknowledge and agree that we are not responsible or liable for the content or accuracy of these other websites. Although we attempt to link only to trustworthy websites, it is possible that they will contain materials that are objectionable, unlawful, or inaccurate and we will not be responsible or liable for the legality or decency of material contained in or accessed through such other websites.

10. Content You Post or Submit

You will have the opportunity to submit feedback regarding your experiences with Healthcare Providers you find through the Services, to submit inquiries concerning possible medical needs and to participate in the other interactive or community features of the Site (collectively, "Posted Information"). It is important that you act responsibly when providing Posted Information. Your Posted Information must comply with our Acceptable Use Policy, and your Healthcare Provider reviews must comply with our guidelines for reviews found at <https://CarePortMD.com/verifiedreviews> .

CarePortMD reserves the right to investigate and, at our discretion, take appropriate legal action against anyone who violates these Terms of Use or the Acceptable Use Policy, including without limitation, removing any offending communication from the Services and terminating the account of such violators or blocking your use of the Services.

By posting Posted Information through the Services, you agree to and hereby do grant, and you represent and warrant that you have the right to grant, to CarePortMD and its contractors an irrevocable, perpetual, royalty-free, fully sub licensable, fully paid up, worldwide license to use, copy, publicly perform, digitally perform, publicly display, and distribute such Posted Information and to adapt, edit, translate, prepare derivative works of, or incorporate into other works, such Posted Information. This license is non-exclusive, except you agree that CarePortMD shall have the exclusive right to practice this license to the extent of combining your Posted Information with the Posted Information of other CarePortMD users for purposes of constructing or populating a searchable database of reviews and information related to the healthcare industry.

11. Your Use of Content

All of the Content is owned by us or our licensors and is protected by copyright, trademark, patent, and trade secret laws, other proprietary rights, and international treaties. You acknowledge that the Services

and any underlying technology or software used in connection with the Services contain CarePortMD's proprietary information. We give you permission to use the Content for personal, non-commercial purposes only and do not transfer any intellectual property rights to you by virtue of permitting your use of the Services. You may print, download, and store information from the Site for your own convenience, but you may not copy, distribute, re-publish (except as permitted in this paragraph), sell, or exploit any of the Content, or exploit the Site or Services in whole or in part, for any commercial gain or purpose whatsoever. Except as expressly provided herein, neither CarePortMD nor its suppliers grant you any express or implied rights, and all rights in the Site and the Services not expressly granted by CarePortMD to you are retained by CarePortMD.

12. Payment and Transaction Processing

12.1. Payment and Transaction Processing Generally

You may be permitted to use the Services to pay for Designated Provider Services (as defined below), other products or services provided by the applicable Healthcare Provider, and/or other payment obligations, including, for example, your insurance copayments. In connection with such payments, we process your payment card information in accordance with our Privacy Policy. CarePortMD and/or its payment processing partner may collect from the applicable Healthcare Provider a transaction processing fee for our billing, collection and payment services (the "Transaction Processing Services") performed in connection with such payment.

12.2. Designated Provider Services.

Certain Healthcare Providers may provide through the Services price information for their healthcare and related products and services ("Designated Provider Services"), and permit you to use the Services to pay for such Designated Provider Services.

Prior to scheduling an appointment for Designated Provider Services, please carefully review (a) the price information, and (b) all of the products and services that are included and excluded in each Designated Provider Service. Healthcare Providers are required to provide the applicable Designated Provider Service at or below the price indicated at the time of scheduling ("Designated Price"), unless you separately agree otherwise. Services in addition to or different from Designated Provider Services may be available, offered or rendered by Healthcare Providers. You and your Healthcare Providers are responsible for agreeing to any additional or different services. We are not responsible for your or any healthcare provider's failure to agree to any additional or different services.

12.3. Payment of Your Financial Obligations Under Your Insurance Coverage and Benefits

Certain Healthcare Providers may permit you to use the Services to pay for all or a portion of your financial obligations under your insurance coverage and benefits (the "Insurance Payment Services").

While we endeavor to use reasonable efforts to validate the Insurance Content (as defined in the Terms of Use) (for example, your copayment obligation), we make no guarantees and disclaim all warranties that the Insurance Content is correct since the Insurance Content is provided by the insurance provider or via a third-party clearinghouse. Please also keep in mind that (a) the Insurance Content is constantly being updated (for example, to reflect amounts you may have paid earlier towards your deductible), (b) you are likely to receive an explanation of benefits (or similar document) from your insurance company after you receive your Healthcare Provider's services, and (c) you may owe your Healthcare Provider more than the amount you paid through the Insurance Payment Services.

12.4. Transaction Processing

The transaction processing fee for the Transaction Processing Services reflects the fair market value for the Transaction Processing Services provided by CarePortMD and its payment processing partner. Healthcare Providers may separately charge you for additional or different products or services.

You acknowledge and agree that:

- A. You are responsible for and you will pay the designated price for the designated provider services charged through CarePortMD by the applicable healthcare provider, as well as other amounts the applicable healthcare provider may charge through CarePortMD for any additional or different services rendered during or related to the applicable appointment;
- B. You remain responsible for paying all amounts required by law and/or contract (e.g., health plan agreement), including all cost-sharing obligations (such as, but not limited to, copayments, deductibles and other coinsurance obligations);
- C. CarePortMD may process your payment, and may do so in collaboration with our payment processing partner;
- D. CarePortMD is not responsible for any charges incurred for any products or services provided by healthcare provider, including any designated provider service;
- E. CarePortMD is not responsible for any charges submitted for processing by healthcare providers;
- F.
- G. In the event you dispute any fees chargeable or charged through CarePortMD by a healthcare provider, you will resolve such dispute directly with the applicable healthcare provider;
- H. By using the transaction processing services, you accept the terms of use and privacy policy of our payment processing partner with respect to transaction processing services; and
- I. You will promptly review all charges processed through the transaction processing services, and immediately notify CarePortMD to the extent you have any questions, concerns or disputes; in no event may you raise any questions, concerns or disputes after twelve (12) months from the date of the applicable transaction; and

You further acknowledge and agree that: neither CarePortMD nor our payment processing partner will be responsible if either we or our payment processing partner are unable to complete a transaction for any reason, including but not limited to:

- A. If you have not provided us with accurate, current and complete payment information;
- B. If you do not have sufficient available funds or available credit to complete the transaction;
- C. If you do not have an active payment card, or if we are unable to confirm your payment card information or your identity;
- D. If your account with us, your account with our payment processing partner, your access to the services, or your access to our payment processing partner's services has been terminated or suspended for any reason;
- E. If we or our payment processing partner have reason to believe that the requested transaction is unauthorized; or
- F. If we terminate or suspend the services we provide to the applicable healthcare provider.

13. SMS/Text Communications

We may send communications to you on your mobile telephone by SMS or text message. Message and data rates from your mobile telephone service provider may apply and are subject to the terms and conditions imposed by your provider.

14. Third Party Software

We may incorporate third party software as part of certain of the Services, including without limitation open source third party software. Your use of such third party software is subject to any and all applicable additional terms and conditions governing such use provided by the third party software provider. Where applicable, additional notices relating to the third party software may be provided by us, which for example may contain attribution and disclaimer notices applicable to the third party software.

15. Apple Device and Application Terms

In the event you are accessing the Services via an application ("Application") on a device provided by Apple, Inc. ("Apple") or an Application obtained through the Apple App Store, the following shall apply:

- A. Both you and CarePortMD acknowledge that the agreement (as defined in the terms of use) are concluded between you and CarePortMD only, and not with apple, and that apple is not responsible for the application or the content;
- B. The application is licensed to you pursuant to the terms and conditions set forth in the agreement solely to be used in connection with the service for your private, personal, non-commercial use;

- C. You will only use the application in connection with an apple device that you own or control;
- D. You acknowledge and agree that apple has no obligation whatsoever to furnish any maintenance and support services with respect to the application;
- E. In the event of any failure of the application to conform to any applicable warranty, including those implied by law, you may notify apple of such failure; upon notification, apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the application;
- F. You acknowledge and agree that CarePortMD, and not apple, is responsible for addressing any claims you or any third party may have in relation to the application;
- G. You acknowledge and agree that, in the event of any third party claim that the application or your possession and use of the application infringes that third party's intellectual property rights, apple will not be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- H. You represent and warrant that you are not located in a country subject to a us Government embargo, or that has been designated by the us Government as a "terrorist supporting" country, and that you are not listed on any us Government list of prohibited or restricted parties;
- I. Both you and CarePortMD acknowledge and agree that, in your use of the application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and
- J. Both you and CarePortMD acknowledge and agree that apple and apple's subsidiaries are third party beneficiaries of certain terms the agreement to the extent such terms relate to an application on a device provided by apple or an application obtained through the apple app store, and that upon your acceptance of the agreement, apple will have the right (and will be deemed to have accepted the right) to enforce such terms of the agreement against you as the third party beneficiary hereof.

16. Disclaimer

We created CarePortMD to improve your healthcare experience, and we want your experience with CarePortMD to be exceptional. While we work hard to make that happen, you acknowledge that we have no control over, and no duty to take any action regarding: (a) which users gain access to the site and/or the services, (b) what content you access, (c) what effects the content may have on you, (d) how you may interpret or use the content, or (e) what actions you may take as a result of having been exposed to the content. You release us from all liability for you having acquired, you having not acquired, or your use of content. We make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the site and/or the services. We have no special relationship with or fiduciary duty to you. We provide the services "as is" and "as available." we make no express or implied warranties or guarantees about the services. To the maximum extent permitted by law, we hereby disclaim all such warranties, including all statutory warranties, with respect to the services and the site, including, without limitation, any warranties that the services are merchantable, of satisfactory quality, accurate, fit for a particular purpose or need, or non-infringing. We do not guarantee that the results that may be obtained from the use of the services will be effective, reliable or accurate or will meet your requirements. We do not guarantee that you will

be able to access or use the services (either directly or through third-party networks) at times or locations of your choosing. We are not responsible for the accuracy, reliability, timeliness or completeness of information provided by users of the services or any other data or information provided or received through the services. Except as expressly set forth herein, CarePortMD makes no warranties about the information systems, software and functions made accessible through the services or any other security associated with the transmission of sensitive information. CarePortMD does not warrant that the site or the services will operate error-free, bug-free or free from defects, that loss of data will not occur, or that the services, software or site are free of computer viruses, contaminants or other harmful items.

17. General Limitation of Liability

While we're always improving, and we hope you have an excellent experience with CarePortMD, your sole and exclusive remedy for any dispute with us is the cancellation of your account. In no event shall our cumulative liability to you for any and all claims relating to or arising out of your use of the services or the site, regardless of the form of action, exceed the greater of: (a) the total amount of fees, if any, that you paid to create or maintain an account with the site or the services, or (b) \$100; except that, for any and all claims relating to or arising out of your use of the transaction processing services (as defined in the additional terms), in no event shall our cumulative liability thereof regardless of the form of action exceed the total amount of transaction processing fees (as described in the additional terms), if any, remitted to and retained by CarePortMD for providing transaction processing services for appointments made by you in the six (6) months prior to the event giving rise to the applicable claim.

In no event shall we be liable to you (or to any third party claiming under or through you) for any indirect, special, incidental, consequential or exemplary damages arising from your use of, or inability to use, the site and/or the services. These exclusions apply to any claims for lost profits, lost data, loss of goodwill, computer failure or malfunction, any other commercial damages or losses, or medical malpractice or negligence of healthcare providers utilized through use of the services, even if we knew or should have known of the possibility of such damages. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited in accordance herein to the maximum extent permitted by law.

If you are a California resident, you waive your rights with respect to California civil code section 1542, which says "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

18. Termination

If you're not using the Service appropriately, we'll want to work with you to set things straight. But we reserve the right, if we determine it is best, to terminate, suspend and/or deactivate your account immediately, without notice, if there has been a violation of this Agreement or other policies and terms posted on the Site or through the Services by you or by someone using your Credentials. We may also

terminate, suspend or deactivate your account for any other reason, including inactivity for an extended period. CarePortMD shall not be liable to you or any third party for any termination, suspension or deactivation of your access to the Site and/or the Services. Further, you agree not to attempt to use the Site and/or the Services after any such termination, suspension or deactivation (provided, in the case of deactivation due exclusively to your inactivity, you may be permitted to create another account). Sections 1, 2, 3, 4, 6, 8, 10, 11, 12, 15, 16, 17, 18, 19, and 20 shall survive any termination or expiration of these Terms of Use.

19. Indemnification

Upon a request by us, you agree to defend, indemnify, and hold harmless us, our employees, contractors, officers, directors, agents, parent and other affiliates, from all liabilities, claims, demands and expenses, including attorney's fees, that arise from or are related to (a) your use of the Site and/or Services, or (b) the violation of this Agreement (including without limitation the Terms of Use, the Acceptable Use Policy, and the Additional Terms), or of any intellectual property or other right of any person or entity, by you or any person using your Credentials. The foregoing indemnification obligation does not apply to liabilities, claims and expenses arising as a result of our own gross negligence or intentional misconduct.

20. Miscellaneous

20.1. Electronic Contracting; Copyright Dispute

Your affirmative act of using the Services and/or creating an account constitutes your electronic signature to this Agreement, which includes our Privacy Policy, Acceptable Use Policy and Additional Terms, and your consent to enter into such agreements with us electronically.

Please review our Acceptable Use Policy for our copyright dispute policy.

20.2. Updates and Changes to These Terms of Use

We may change these Terms of Use and the other documents that are part of the Agreement at any time, as we reasonably deem appropriate. The effective date of these Terms of Use is set forth at the top of this document. In the event of a change, we will post the amended terms on the Site; we may also attempt to notify you in some other way. Your continued use of the Site and/or the Services following such posting shall constitute your affirmative acknowledgement of the Terms of Use or other applicable Agreement document, the modification, and agreement to abide and be bound by the Terms of Use or other applicable Agreement document, as amended. We encourage you to periodically review these Terms of Use and the Agreement. If At Any Time You Choose Not To Accept These Terms Of Use Or The Agreement, Including Following Any Such Modifications Hereto, Then You Must Stop Using The Site And The Services.

20.3. Limitation of Claims

No action arising under or in connection with this Agreement, regardless of the form, may be brought by you more than one (1) year after the cause of action arose; actions brought thereafter are forever barred.

20.4. Choice of Law; Arbitration Clause and Class Action Waiver – Important – Please Review as This Affects Your Legal Rights

We hope that we can work out any disagreements you might have with CarePortMD. But if there is a dispute that needs to be further resolved, that process will take place according to this section. This agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the state of Delaware as applied to contracts made and to be performed entirely within Delaware, without giving effect to the state's conflicts of law statute. You agree that all disputes between you and us (whether or not such dispute involves a third party) with regard to your relationship with us, including, without limitation, disputes related to this agreement, your use of the services, and/or rights of privacy and/or publicity, will be resolved by binding, individual arbitration under the American arbitration association's rules for arbitration of consumer-related disputes, and you and we hereby expressly waive trial by jury. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this agreement to arbitrate. You are waiving the ability to participate as a class representative or class member on any class claim you may have against us including any right to class arbitration or any consolidation of individual arbitrations. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding. This dispute resolution provision will be governed by the federal arbitration act and not by any state law concerning arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these terms of use or the agreement.

20.5. Entire Agreement

This Agreement and any supplemental terms, policies, rules and guidelines posted through the Services, each of which are incorporated herein by reference, including the Privacy Policy and the Acceptable Use Policy, constitute the entire agreement between you and us and supersede all previous written or oral agreements. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of CarePortMD to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

20.6. Headings

The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret or construe the meaning, scope or intent of this Agreement or any terms or conditions therein.

20.7. Assignment

We may assign this Agreement at any time, including, without limitation, to any parent, subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of our company to another entity. You may not assign, transfer or sublicense this Agreement to anyone else and any attempt to do so in violation of this section shall be null and void.

20.8. Eligibility

You must be 18 years of age or over, the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, or a legally emancipated minor to create an account with us or use the Site or Services. If you are between the ages of 13 and 18 and are not an emancipated minor, you can use the Site or Services only under the supervision of your parent or guardian who has agreed to the Terms of Use. Those under the age of 13 may not use CarePortMD.

Parents or legal guardians of a child under the age of 18 may use the Site or Services on behalf of such minor child. By using the Site or Services on behalf of a minor child, you represent and warrant that you are the parent or legal guardian of such child, and that all references in these Terms of Use to "you" shall refer to such child or such other individual on whose behalf you have authorization to enter into these Terms of Use and you in your capacity as the parent or legal guardian of such child or as the authorized party of such individual.

If you do not qualify under these Terms of Use, do not use the Site or Services. Use of the Services is void where prohibited by applicable law, and the right to access the Site is revoked in such jurisdictions. By using the Site and/or the Services, you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Use. The Site is administered in the U.S. and intended for U.S. users; any use outside of the U.S. is at the user's own risk. Users are responsible for compliance with any local, state or federal laws applicable to their use of the Services or the Site.