

**PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE.**

By using this site, you signify your assent to these Terms and Conditions. If you do not agree to all of these Terms and Conditions of use, do not use this site!

Americare Services, Inc. ("CallMD") may revise and update these Terms and Conditions at any time. Your continued usage of the CallMD website will mean you accept those changes.

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***the site does not provide medical advice***

The contents of the CallMD Site, such as text, graphics, images, information obtained from CallMD's licensors, and other material contained on the CallMD Site ("Content") are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the CallMD Site!

If you think you may have a medical emergency, call your doctor or 911 immediately. CallMD does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Site. Reliance on any information provided by CallMD, CallMD employees, others appearing on the Site at the invitation of CallMD, or other visitors to the Site is solely at your own risk.

The Site may contain health- or medical-related materials that are sexually explicit. If you find these materials offensive, you may not want to use our Site.

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***children's privacy***

We are committed to protecting the privacy of children. You should be aware that this Site is not intended or designed to attract children under the age of 13. We do not collect personally identifiable information from any person we actually know is a child under the age of 13.

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***use of content***

CallMD authorizes you to view or download a single copy of the material on the CallMD Site solely for your personal, noncommercial use if you include the following copyright notice: "Copyright ©2009, Americare Services, Inc. All rights reserved" and other copyright and proprietary rights notices that are contained in the Content. Any special rules for the use of certain software and other items accessible on the CallMD Site may be included elsewhere within the Site and are incorporated into these Terms and Conditions by reference.

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If you violate any of these Terms and Conditions, your permission to use the Content automatically terminates and you must immediately destroy any copies you have made of any portion of the Content.

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### ***liability of CallMD and its licensors***

The use of the CallMD Site and the Content is at your own risk.

When using the CallMD Site, information will be transmitted over a medium that may be beyond the control and jurisdiction of CallMD and its suppliers. Accordingly, CallMD assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the CallMD Site.

The CallMD Site and the content are provided on an "as is" basis. CALLMD, ITS LICENSORS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. Without limiting the foregoing, CallMD, its licensors, and its suppliers make no representations or warranties about the following:

1. The accuracy, reliability, completeness, currentness, or timeliness of the Content, software, text, graphics, links, or communications provided on or through the use of the CallMD Site or CallMD.
2. The satisfaction of any government regulations requiring disclosure of information on prescription drug products or the approval or compliance of any software tools with regard to the Content contained on the CallMD Site.

In no event shall CallMD, its licensors, its suppliers, or any third parties mentioned on the CallMD Site be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use of or inability to use the CallMD Site or the Content, whether based on warranty, contract, tort, or any other legal theory, and whether or not CallMD, its licensors, its suppliers, or any third parties mentioned on the CallMD Site are advised of the possibility of such damages. CallMD, its licensors, its suppliers, or any third parties mentioned on the CallMD Site shall be liable only to the extent of actual damages incurred by

you, not to exceed U.S. \$1000. CallMD, its licensors, its suppliers, or any third parties mentioned on the CallMD Site are not liable for any personal injury, including death, caused by your use or misuse of the Site, Content, or Public Areas (as defined below). Any claims arising in connection with your use of the Site, any Content, or the Public Areas must be brought within one (1) year of the date of the event giving rise to such action occurred. Remedies under these Terms and Conditions are exclusive and are limited to those expressly provided for in these Terms and Conditions.

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### *user submissions*

The personal information you submit to CallMD is governed by the CallMD Privacy Policy. To the extent there is an inconsistency between this Agreement and the [CallMD Privacy Policy](#), this Agreement shall govern.

You agree that you will not upload or transmit any communications or content of any type to the Public Areas (**including blogs, message boards, Ask Our Expert postings, user reviews of drug information, etc.**) that infringe or violate any rights of any party. By submitting communications or content to the Public Areas, you agree that such submission is non-confidential for all purposes.

If you make any such submission **you agree that you will not send or transmit to CallMD by email, (including through the email addresses listed on the "Contact Us" page) any communication or content that infringes or violates any rights of any party. If you submit any business information, idea, concept or invention to CallMD by email, you agree such submission is non-confidential for all purposes.**

**If you make any submission to a Public Area or if you submit any business information, idea, concept or invention to CallMD by email, you automatically grant-or warrant that the owner of such content or intellectual property has expressly granted-CallMD a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. CallMD may sublicense its rights through multiple tiers of sublicenses. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, do not submit them to the Public Areas or to CallMD by email. We try to answer every email in a timely manner, but are not always able to do so.**

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### *user submissions — image, video, audio files*

**You agree to only post or upload Media (like photos, videos or audio) that you have taken yourself or that you have all rights to transmit and license** and which do not violate trademark, copyright, privacy or any other rights of any other person. Photos or videos of celebrities and cartoon or comic images are usually copyrighted by the owner.

**To protect your privacy, you agree that you will not submit any media that contains Personally Identifiable Information** (like name, phone number, email address or web site URL.) of you or of anyone else. Uploading media like images or video of other people without their permission is strictly prohibited.

By uploading any media on the CallMD site, you warrant that you have permission from all persons appearing in your media for you to make this contribution and grant rights described herein. **Never post a picture or video of or with someone else unless you have their explicit permission.**

**It is strictly prohibited to upload media of any kind that** contain expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these Terms and Conditions, the **CallMD Advertising Policy** and the **CallMD Privacy Policy**.

**You agree that you will not upload 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 this Web site.

**By uploading any media like a photo or video, (a) you grant to CallMD a** perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in the media; and (b) you certify that any person pictured in the submitted media (or, if a minor, his/her parent/legal guardian) authorizes CallMD to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in such media; and (c) you agree to indemnify CallMD and its affiliates, directors, officers and employees and hold them harmless from any and all claims and expenses, including attorneys' fees, arising from the media and/or your failure to comply with these the terms described in this document.

CallMD reserves the right to review all media prior to submission to the site and to remove any media for any reason, at any time, without prior notice, at our sole discretion

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## ***passwords***

CallMD has several tools that allow you to record and store information. You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your CallMD passwords or accounts. It is your sole responsibility to (1) control the dissemination and use of activation codes and passwords; (2) authorize, monitor, and control access to and use of your CallMD account and password; (3) promptly inform CallMD of any need to deactivate a password. You grant CallMD and all other persons or entities involved in the operation of the Site the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Site. CallMD cannot and does not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using WebMD tools and services.

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## ***CallMD Community and member to member areas ("public areas")***

If you use a Public Area, such as message boards, blogs, **Ask Our Expert, User Reviews or other member communities**, you are solely responsible for your own communications, the consequences of posting those communications, and your reliance on any communications found in the Public Areas. CallMD and its licensors are not responsible for the consequences of any communications in the Public Areas. In cases where you feel threatened

or believe someone else is in danger, you should contact your local law enforcement agency immediately. If you think you may have a medical emergency, call your doctor or 911 immediately.

In consideration of being allowed to use the Public Areas, you agree that the following actions shall constitute a material breach of these Terms and Conditions:

1. Using a Public Area for any purpose in violation of local, state, national, or international laws;
2. Posting material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others;
3. Posting material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by CallMD in its sole discretion;
4. Posting advertisements or solicitations of business;
5. After receiving a warning, continuing to disrupt the normal flow of dialogue, or posting comments that are not related to the topic being discussed (unless it is clear the discussion is free-form);
6. Posting chain letters or pyramid schemes;
7. Impersonating another person;
8. Distributing viruses or other harmful computer code;
9. Harvesting or otherwise collecting information about others, including email addresses, without their identification for posting or viewing comments; consent;
10. Allowing any other person or entity to use your identification for posting or viewing comments
11. Posting the same note more than once or "spamming"; or
12. Engaging in any other conduct that restricts or inhibits any other person from using or enjoying the Public Area or the Site, or which, in the judgment of CallMD, exposes CallMD or any of its customers or suppliers to any liability or detriment of any type.

CallMD reserves the right (but is not obligated) to do any or all of the following:

1. Record the dialogue in public chat rooms.
2. Investigate an allegation that a communication(s) do(es) not conform to the terms of this section and determine in its sole discretion to remove or request the removal of the communication(s).
3. Remove communications which are abusive, illegal, or disruptive, or that otherwise fail to conform with these Terms and Conditions.
4. Terminate a user's access to any or all Public Areas and/or the CallMD Site upon any breach of these Terms and Conditions.
5. Monitor, edit, or disclose any communication in the Public Areas.
6. Edit or delete any communication(s) posted on the CallMD Site, regardless of whether such communication(s) violate these standards.

**CallMD or its licensors have no liability or responsibility to users of the CallMD Site or any other person or entity for performance or nonperformance of the aforementioned activities.**

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### ***advertisements, searches, and links to other sites***

CallMD may provide links to third-party web sites. CallMD also may select certain sites as priority responses to search terms you enter and CallMD may agree to allow advertisers to respond to certain search terms with advertisements or sponsored content. CallMD does not recommend and does not endorse the content on any third-party websites. CallMD is not responsible for the content of linked third-party sites, sites framed within the CallMD Site, third-party sites provided as search results, or third-party advertisements, and does not make any representations regarding their content or accuracy. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites. CallMD does not endorse any product, service, or treatment advertised on the CallMD Site.

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### ***indemnity***

You agree to defend, indemnify, and hold CallMD, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions.

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### ***general***

CallMD is based in Dallas, Texas, in the United States of America with principal offices in Frisco, Texas. CallMD makes no claims that CallMD or any Site within the CallMD Network and the Content are appropriate or may be downloaded outside of the United States. Access to the Content may not be legal by certain persons or in certain countries. If you access the CallMD Network from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

The following provisions survive the expiration or termination of this Agreement for any reason whatsoever: Liability, User Submissions, User Submissions – image, video, audio files, Indemnity, Jurisdiction, and Complete Agreement.

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### ***jurisdiction***

You expressly agree that exclusive jurisdiction for any dispute with CallMD, or in any way relating to your use of the CallMD Site, resides in the courts of the State of Texas and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Texas in connection with any such dispute including any claim involving CallMD or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

These Terms and Conditions are governed by the internal substantive laws of the State of Texas, without respect to its conflict of laws principles. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and

Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

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### ***notice and takedown procedures; and copyright agent***

If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials (or access thereto) from this web site by contacting CallMD's copyright agent (identified below) and providing the following information:

1. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
2. Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
3. Your name, address, telephone number and (if available) e-mail address.
4. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
5. A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
6. A signature or the electronic equivalent from the copyright holder or authorized representative.

CallMD's agent for copyright issues relating to this web site is as follows:

CallMD  
Attn: Compliance  
2801 Network Blvd., Suite 101  
Frisco, TX 75034  
cmccallister@americreservicesinc.com  
Or call: 800-352-2797

In an effort to protect the rights of copyright owners, CallMD maintains a policy for the termination, in appropriate circumstances, of subscribers and account holders of the Site who are repeat infringers.

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### ***complete agreement***

Except as expressly provided in a particular "legal notice" on the CallMD Site, these Terms and Conditions and the CallMD Privacy Policy constitute the entire agreement between you and CallMD with respect to the use of the CallMD Site, and Content.

**Thank you for your cooperation. We hope you find the CallMD.com Site helpful and convenient to use! Questions or comments regarding this website, including any reports of non-functioning links, should be submitted using our Contact Us Form or via U.S. mail to: CallMD Office of Compliance, 2801 NETWORK Blvd., Suite 101 Frisco, TX 75034 .**