



**MDdatacor, inc.**

## **WEB SITE TERMS OF USE**

This web site is provided by MDdatacor, inc. (referred to as “we”, “us” or “Company”) and contains information about the Company and its products and services offered to the health care industry. By accessing the web site, uploading, viewing, printing or downloading materials from this web site, or otherwise using this web site or any related web pages (collectively referred to as “Web Site”) in any manner, you (“you”, “your” or “user”) agree that you have read and agree to these terms of use and the Web Site Privacy and Security Policy that are posted on the Web Site. This Web Site provides restricted portal access to certain proprietary services and technology (the “Portal”) only available to designated, authorized, and registered users (the “Registered Users”). As a Registered User, you will be required to accept certain additional terms and conditions in the Terms and Conditions for Registered Users and Portal section before you may use the Portal.

This Web Site should **not** be used to transmit any personally individually identifiable information regarding any patient, other than by Registered Users in accordance with the terms and conditions below and as stated in the Portal. The information on this Web Site is not intended as and should not be relied upon as medical advice. **YOUR USE OF THE WEB SITE IS AT YOUR OWN RISK.** Company shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Web Site. You must implement all Internet access and all security procedures required to use the Web Site at your sole expense. You are responsible for ensuring the privacy and security of any log-in user names or passwords. The Company records and periodically reviews Web Site related activities, including but not limited to logins, file access and security events. We use this audit system to monitor and evaluate our security measures.

These Terms of Use may change. The Company reserves the right to update or modify these Terms of Use at any time without prior notice. Your use of this Web Site following any such change constitutes your agreement to be bound by the modified Terms of Use. Please review these Terms of Use prior to your use of the Web Site.

### **Intellectual Property Rights Notice.**

All of the content you see and hear on the Web Site, including for example all images, logos, illustrations, graphics, audio clips and text, represents valuable proprietary and intellectual property of the Company or its licensors. Such content and information is protected by any and all applicable international, federal, and state laws, rules, orders and regulations relating to intellectual or proprietary property. You agree not to reproduce, distribute, display, revise, create derivatives of, copy, publish, sell, license, or edit any such content and information. Any attempt to download, print, publish or maintain a significant portion of content or information from the Web Site, to distribute copies of such information or content, or to otherwise exploit the information or content in violation of the intellectual property or proprietary rights of others is strictly prohibited by these Terms of Use.

### **Use Of The Web Site.**

You agree not to use the Web Site for any unlawful purpose or in anyway that might harm, damage, or disparage any other party. Without limiting the proceeding sentence and by way of example, you agree that you will not:

- Upload identifiable patient information (as images or text) to publicly viewable areas or otherwise violate local and federal privacy protection regulations
- Collect or store personal data about other users
- Abuse, slander, defame or otherwise violate the legal rights (such as rights of privacy and publicity) of others
- Publish, distribute or disseminate any inappropriate, defamatory, infringing, unlawful, or otherwise objectionable material or information
- Create a false identity or impersonate another for the purpose of misleading others as to the identity of the sender or the origin of a message, including, but not limited to, providing misleading information to any feedback system employed through the Web Site
- Transmit or upload any material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious software programs
- Interfere with or disrupt the Web Site, networks or servers connected to the Web Site or violate the regulations, policies or procedures of such networks or servers
- Attempt to gain unauthorized access to the Web Site, logins and passwords of others, or computer systems and networks connected to the Web Site
- Upload or otherwise transmit any information or content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party
- Use the Web Site in any manner whatsoever that could lead to a violation of any federal, state or local laws, rules or regulations
- Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law

### **Indemnity.**

You agree to indemnify and hold harmless the Company and its licensors and suppliers, and their respective directors, officers, employees, agents and contractors, from all damages, injuries, liabilities, costs, fees, fines, penalties, and expenses (including, but not limited to, legal and accounting fees) arising from or in any way related to your violation of these Terms of Use or misuse of the Web Site by you or any of your employees, contractors or agents.

### **Disclaimers and Limitations.**

THIS WEB SITE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. THE COMPANY AND ITS LICENSORS AND SUPPLIERS HEREBY DISCLAIM ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN NO EVENT WILL THE COMPANY OR ITS LICENSORS OR SUPPLIERS BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE

OF OR INABILITY TO USE THIS WEB SITE OR ANY CONTENT OR INFORMATION ASSOCIATED THEREWITH, OR ANY OTHER LINKED WEB SITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, OR OTHERWISE, WHETHER BASED IN TORT, CONTRACT OR OTHER LEGAL THEORY, EVEN IF THE COMPANY OR ITS LICENSORS OR SUPPLIERS IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COMPANY OR ITS LICENSORS OR SUPPLIERS BE LIABLE IN THE AGGREGATE FOR ANY DAMAGES INCURRED BY YOU IN EXCESS OF \$100.

**Third Party Content and Links.**

From time to time, the Web Site may contain references or links to third-party materials (including without limitation web sites) not controlled by the Company or its suppliers or licensors. The Company provides such information and links as a convenience to you and should not be considered endorsements of such Web Sites or any content, products or information offered on such Web Sites. You acknowledge and agree that the Company is not responsible for any aspect of the information or content contained in any third party materials or on any third party Web Sites accessible or linked to the Web Site.

**Special Admonitions For International Use.**

The Web Site is marketed to users located in the United States. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding use of the Internet and this Web Site.

**Terms and Conditions for Registered Users and Portal.**

Only Registered Users that have written license and services agreements with us are authorized to use the Portal. As a Registered User, you agree that access and use of the Portal may be made only in accordance with these Terms of Use and the terms of the license and service agreement between your organization and us. Company, in its sole discretion, may suspend or terminate access of any Registered User if it has breached these Terms of Service. You must not access or use the Portal in any way that could damage, disable, impair, or result in unauthorized access to or interference with the Portal and its associated networks, systems, and technology, and will not use any software routines or other automated routines to access the Portal.

We use comprehensive security measures to control Portal use, including user authentication policies and procedures. You agree to protect the confidentiality of the passwords and other authentication devices provided for your Portal access, and agree that those devices can be used only by the designated person to whom issued. You will not allow others to use the login information. You are fully responsible for all activities that occur under your password or account. You must logout of your account promptly at the end of each session. You agree to notify us immediately of any breach or potential breach of the secrecy of your login information or any unauthorized access of the Portal, by e-mail to [support@mddatacor.com](mailto:support@mddatacor.com).

**Miscellaneous.**

In the event any of the provisions of the Terms of Use are held unenforceable or invalid by a court of competent jurisdiction, such provisions will be deemed severed from the applicable agreement, and the remaining provisions thereof will remain in full force and effect. Failure of any party to enforce, in any one or more instances, any of the provisions herein will not be

construed as a waiver of the future performance of any such terms or conditions. No consent to a breach of any express or implied term of the Terms of Use or any other notice, directive, or rule otherwise posted on the Web Site will constitute consent to any prior or subsequent breach. These Terms of Use will be governed by the laws of the State of Georgia, United States of America.