

POCN Web Site User Agreement

Welcome to the PointofCarenetwork.org web sites (the "Sites") owned and operated by Point of Care Network, LLC ("POCN"). This Agreement contains the terms, covenants, conditions, and provisions (the "Terms and Conditions") upon which you (the "User" or "You") may access and use these Sites. By visiting POCN, or, if prompted, by clicking "I Agree," You acknowledge and accept these Terms and Conditions.

Terms and Conditions

1. Grant of License. This Agreement provides You with a personal, revocable, nonexclusive, nontransferable license to use these Sites conditioned on your continued compliance with the Terms and Conditions of this Agreement. You may print and download materials and information on these Sites solely for personal and noncommercial use or for internal business use, provided that copyright and other applicable notices are not removed. Notwithstanding the foregoing and except as otherwise expressly permitted herein or as may be permitted by relevant third party rights owners, You may not modify, create derivatives of, copy, distribute, broadcast, transmit, reproduce, publish, license, transfer, sell, or otherwise use any information or material obtained from or through these Sites. Further, You may not post any content from POCN to forums, newsgroups, list serves, mailing lists, electronic bulletin boards, blogs, wikis, or other web sites, without the prior written consent of POCN or the relevant third party rights owner. You warrant to POCN that You will not use these Sites for any purpose that is unlawful or prohibited by these Terms and Conditions, including but not limited to attempting or actually (i) disrupting, impairing or interfering with POCN, or (ii) collecting any information about other users, including personal URLs, accounts or other information.

2. Nature of Service. THESE SITES DO NOT PROVIDE MEDICAL OR HEALTHCARE ADVICE. These Sites are an educational and informational service for healthcare professionals. Neither the content nor any other service offered by or through POCN or these Sites is intended to be relied on for medical advice, diagnosis or treatment. Please contact a licensed physician, Nurse practitioner, physician assistant or other health care provider, or pharmaceutical manufacturer with questions involving a medical condition or treatment. Never disregard medical advice or delay in seeking it because of something You have read on these Sites.

3. Security. POCN has implemented technical and administrative security features to prevent the unauthorized release of or access to personal information. Your use of certain portions of the Sites requires that You register with a valid, working e-mail address. You are liable for the accuracy of the information that You supply to POCN during the registration process, including, but not limited to, your identity and credentials as a medical doctor, nurse

practitioner, physician assistant or other credential health care practitioner. You agree to be solely responsible for the confidentiality and use of your user information, as well as for any activities or communications entered through the Sites using your user name and password. You agree to immediately notify POCN of any unauthorized use of your user name and password or any other breach of security. POCN cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 3.

4. Links to Other Sites. These Sites are an educational and informational service that provides You with access to materials and information that reside on sites not owned or controlled by POCN. These Sites may also include advertisements through which you may be taken to sites not owned or controlled by POCN. POCN has no control over such third party sites and resources. You acknowledge and agree that POCN is not responsible for the availability of such sites or resources, and does not endorse and or review any content, advertising, products, services or other materials on or available from such sites or resources. Accordingly, POCN expressly disclaims any responsibility for the content, the accuracy of the information, and/or quality of products or services provided by or advertised on such sites or resources. You agree that POCN shall not be responsible or liable for any loss or damage incurred by You as the result of any business dealings that You may have with any third party advertisers or web sites.

5. Links to POCN. You may include a link from your web site, forum, newsgroup, list serve, mailing list, electronic bulletin board, blog or wiki to these Sites provided that your web site does not contain illegal, obscene or offensive content. Notwithstanding the foregoing, POCN reserves the right to demand that You remove any link on your web site that, in POCN's sole view, would negatively impact on the reputation of POCN.

6. Code of Conduct.

You agree not to do any of the following:

- Restrict or inhibit any other authorized user from using and enjoying these Sites. This includes, without limitation, obtaining or soliciting another person's user name and/or password or other personal information under false pretenses and using, or attempting to use, such user name and/or password without the owner's permission
- Harvest or collect email addresses or other contact information of other users from these Sites by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications.
- Send any unsolicited commercial emails or other unsolicited commercial communications through these Sites.
- Use these Sites to advertise one's goods or services or the goods or services of a third party without the prior permission of POCN.
- Interfere (or attempt to interfere) with the operation of these Sites. This includes, without limitation, interfering with, defeating, or circumventing any

security function of these Sites, or attempting to do so.

- Post, store, or transmit any knowingly inaccurate or misleading personal or professional information.
- Impersonate any person or entity, or falsely state or otherwise misrepresent yourself, or your affiliation with any person or entity.
- Post, store, or transmit any unlawful, threatening, intimidating, harassing, defamatory, invasive of privacy or publicity rights, obscene, inflammatory, pornographic, profane, or otherwise objectionable (as determined by POCN) information or material.
- Post, store, or transmit any information or content that could be construed to be medical advice and/or constitute a breach of patient confidentiality.
- Post, store, or transmit any information or material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.
- Use these Sites to post, store, or transmit any information or software that contains a virus, worm, Trojan horse, or other harmful or disruptive component.
- Use any robot, spider or other automated device to access these Sites, or any portion thereof.
- Use these Sites to post, store, or transmit materials in violation of another party's copyright or other intellectual property rights. You are solely responsible for determining whether any material you post, store, or transmit is subject to a third party's rights.
- Use these Sites for any unlawful purpose or in any other manner that could damage, disable, overburden or impair these Sites.
- Modify, adapt, sublicense, translate, resell, retransmit, reverse engineer, decompile or disassemble any portion of these Sites.

7. Intellectual Property Rights. The Sites provides brief descriptions, summaries, reviews and organization/selection of materials and information that may be of interest to You. Certain content on the Sites, when viewed by You, may link You to a third party website. POCN claims no proprietary rights to such content or third-party websites. All material on these Sites created by POCN is protected by law including, but not limited to, United States copyright and trademark law, as well as other state, national, and international laws and regulations. POCN owns a copyright in these Sites as a collective work and/or compilation, and in the selection, coordination, arrangement, and enhancement of these Sites' content, and in original content created by and for POCN. Except as expressly provided herein, POCN does not grant any express or implied right(s) to Users of these Sites. Removing or altering the copyright notice on any material on these Sites is prohibited. Other product and company names mentioned herein may be the trademarks of their respective owners.

8. Copyright and Intellectual Property Agent for Notice. The Sites provide access to materials owned by third parties. If You believe that any materials available through these Sites infringe any copyright or other intellectual property interest, or otherwise should not be accessible through these Sites, please provide to POCN's Copyright and Intellectual Property Agent the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
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- a description of the copyrighted work or other intellectual property interest that is the subject of your claim;
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- a description of where the material is located on the Sites;
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- your address, telephone number, and e-mail address;
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- a statement by You that You have a good faith belief that access to the relevant material through the Sites is inappropriate;
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- a statement by You, made under penalty of perjury, that the above information in your Notice is accurate and that You are the copyright or other intellectual property owner or authorized to act on the copyright or other intellectual property owner's behalf.
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- Notices and claims of copyright or other intellectual property infringement on the Sites may be submitted to POCN by [clicking here](#)
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9. Notices, Communications, and Electronic Signatures. When You visit the Sites or send e-mails to POCN, You are communicating with us electronically. You consent to receive communications from POCN electronically and we will communicate with You by e-mail or by posting notices on these Sites. You agree that all agreements, notices, disclosures and other communications that POCN provides to You electronically satisfy any legal requirement that such communications be in writing. To utilize some features of these Sites, you must affirmatively agree to these Terms and Conditions.

10. User Submissions. POCN welcomes your feedback and suggestions about how to improve our products and services and these Sites. Any ideas, suggestions, information, know-how, material, or any other content (collectively, "content") posted on or received through these Sites, however, will be deemed to include a worldwide, royalty-free, perpetual, irrevocable, nonexclusive right and license for POCN to, in whole or in part, adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, display, or act on such

content without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and User hereby waives any claim to the contrary. Further, POCN is free to use any ideas, concepts, know-how, techniques, and suggestions contained in any communications You may post on or send to these Sites for any purpose whatsoever including, but not limited to, creating and marketing products and/or services using such information.

11. Privacy Policy. Please see the POCN's Privacy Policy for a summary of our information gathering and dissemination practices with respect to the Sites. A copy of the POCN's Privacy Policy can be viewed by clicking [clicking here](#)

12. Events Beyond POCN's Control. Users expressly absolve and release POCN from any claim of harm resulting from a cause beyond POCN's control including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, terrorist acts, or governmental restrictions.

13. DISCLAIMERS. WHILE POCN ENDEAVORS TO PROVIDE ACCURATE AND TIMELY INFORMATION, THE INFORMATION AVAILABLE ON THESE SITES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. MOREOVER, POCN MAY MAKE MODIFICATIONS AND/OR CHANGES IN THESE SITES OR IN THE INFORMATION AVAILABLE ON THESE SITES AT ANY TIME, FOR ANY REASON.

YOU, THE USER, ASSUME THE SOLE RISK OF MAKING USE OF, AND/OR RELYING ON, THE INFORMATION, MATERIALS AND FUNCTIONS AVAILABLE ON THESE SITES. POCN MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, COMPLETENESS, TIMELINESS, RELIABILITY, LEGALITY IN YOUR JURISDICTION, OR ACCURACY OF THE INFORMATION, MATERIALS AND FUNCTIONS AVAILABLE ON THESE SITES FOR ANY PURPOSE. ALL SUCH INFORMATION, MATERIALS, AND FUNCTIONS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. IN NO EVENT SHALL POCN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THESE SITES OR WITH THE DELAY OR INABILITY TO USE THESE SITES, OR FOR ANY INFORMATION, MATERIALS, AND FUNCTIONS AVAILABLE ON THESE SITES, OR OTHERWISE ARISING OUT OF THE UTILIZATION OF THESE SITES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF POCN HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR

INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. NOTWITHSTANDING THE FOREGOING, TOTAL LIABILITY OF POCN FOR ANY REASON WHATSOEVER RELATED TO USE OF THESE SITES SHALL NOT EXCEED \$32.

14. Indemnity. You agree to defend, indemnify, and hold harmless POCN and its affiliates and all of their employees, agents, directors, officers, proprietors, partners, representatives, shareholders, servants, attorneys, predecessors, successors, and assigns, from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from your use of the Sites or any breach by You of this Agreement. POCN reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You and You shall not in any event settle any matter without the written consent of POCN. You agree to cooperate as fully as reasonably required in POCN's defense of any claim.

15. Termination. POCN reserves the right at any time and for any reason to deny You access to the Sites or any portion thereof, and to terminate this Agreement. Termination will be effective without notice.

16. Governing Law. These Sites are controlled by POCN from its offices within the United States and can be accessed from any of the United States and from other countries worldwide. Since the laws of each State or country able to access the Sites may differ, by accessing the Sites both You and POCN agree that this Agreement will be construed and enforced in accordance with the statutes and laws of the State of New York, without regard to choice of laws principles. Any action to enforce this Agreement will be brought in the federal or state courts presiding in the State of New Jersey, and all parties to this Agreement expressly agree to be subject to the jurisdiction of such courts. POCN makes no representation that materials on these Sites are appropriate or available for use in other locations, and access to them from territories where any of the contents of these Sites are illegal is prohibited. Those who choose to access these Sites from other locations do so of their own volition and are responsible for compliance with applicable local laws.

17. Waiver. Failure to insist on strict performance of any of the Terms and Conditions of this Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver by POCN of any right under these Terms and Conditions will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

18. Severability. If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the

invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

19. Relationship. No joint venture, partnership, employment, or agency relationship exists between a User and POCN as a result of this Agreement or User's utilization of these Sites.

20. Entire Agreement/Reservation of Rights. These Terms and Conditions and our Privacy Policy represent the entire agreement between the User and POCN with respect to use of and material available on or through these Sites, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the User and POCN with respect to these Sites. Any rights not expressly granted herein are reserved.

21. Effective Date and Changes to Agreement. The foregoing Agreement is effective as of January 1, 2014. POCN reserves the right to change this Agreement at any time by notifying Users of the existence and location of the new or revised Agreement. Your continued use of the Sites, or an applicable, affirmative assent, after notice of a change shall constitute your acceptance of any such changes to this Agreement.

22. Survival. You agree that Sections 4, 5, and 10 through 22 shall survive any termination of your rights of access to the Sites.