**TERMS OF USE**

**Welcome to Klass Chiropractic, P.C.** **The following Terms of Use apply to your use of this website and the information and content available on Klass Chiropractic, P.C.** **as well as your use of any interactive features on the website and any user-submitted content (*e.g.*, live chat, bulletin boards, forums, user discussion groups, *etc*.).**

**You can review our Privacy Policy by clicking here. You can review the Notice of Medical Information Privacy Practices of our affiliated practice, which is applicable to the extent that Company receives or creates your medical information in a way that is protected by state or federal medical information privacy laws.**

Company operates a website located at www.KlassChiropractic.com and other related websites and mobile applications with links to these Terms of Use (collectively, the “site,” “Company’s website” or “this site”). We offer online services (the “**Services**”) enabling our members (“members”) to report their health history and engage health care providers to obtain non-emergency, non-medical, non-physician-patient forming, general advice as to whether the user may be able to seek certain types of medical care. The following term and conditions (the “**Terms of Use**”) form a binding agreement between you and us, whether or not you register and become a member or simply browse the site as a “Visitor”, where “user(s),” “you” or “your” refers to the person accessing or using the site or Services. Registered Users and Visitors may be referred to collectively as “users.” By visiting, registering for, posting content on, submitting information or materials to, accessing, reviewing and/or otherwise using our website, its information and content and various interactive features (e.g., live chat, bulletin boards, forums, et cetera), you accept, without limitation or qualification, the following Terms of Use, which constitutes an Agreement between you and Company. We may change the Terms of Use from time to time. Please read and review these Terms of Use carefully before using this website. **If you do not agree to these Terms of Use, you may not access or use the website.**

As used in these Terms of Use, “Company” includes www.KlassChiropractic.com, Klass Chiropractic, P.C., its subsidiaries/affiliated/contracted entities, contracted physicians, other health care professionals, employees, and contractors, including any professional entity that may render services related to Company, and all of their subsidiary and affiliated entities and companies. Company may be referred to in these Terms of Use as “we,” “us,” “our” and “ourselves.” Users of this website may be referred to in these Terms of Use as “users,” “you” or “your.”

1. **Acceptance Procedure**

By accessing or using our website or submitting information to or registering with Company, you agree with all of the terms and conditions of this Terms of Use. **You agree to indemnify, defend and hold harmless Company, and each of their managers, members, officers, directors, shareholders, employees and agents, from and against all liabilities, losses, expenses, damages and actual costs (including actual attorney fees), resulting from any violation by you of these Terms of Use.**

We reserve the right, at our sole discretion, to change the terms and conditions of these Terms of Use from time to time, and your continued use of our website constitutes your acceptance of and agreement to any changed terms and conditions. We will post any such changes in a timely manner, and draw your attention to any significant changes. These changes to the Terms of Use notwithstanding, this Terms of Use constitutes the entire agreement of you and Company as to these Terms of Use and is a complete integration of the Terms of Use agreement. Company’s subsequent modifications of the Terms of Use, when published, will be deemed the entire agreement of you and Company as to these Terms of Use and is a complete integration of the Terms of Use agreement as of the effective date set forth in any such revised terms.

1. This Website and Your Interactions With Health Care Providers ***are not*** for Medical Care

**Medical Emergency**. IF YOU HAVE A MEDICAL EMERGENCY, IMMEDIATELY DIAL 911.

On this website, and through your interactions with advisors and health care providers facilitated through this website, no formal medical diagnosis, treatment, or prescriptions are allowed. ALL INFORMATION PROVIDED BY OR ON OR THROUGH Klass Chiropractic, P.C. OR IN CONNECTION WITH ANY COMMUNICATIONS SUPPORTED BY Klass Chiropractic, P.C., INCLUDING BUT NOT LIMITED TO COMMUNICATIONS WITH Klass Chiropractic, P.C. ARE INTENDED TO BE FOR GENERAL INFORMATIONAL PURPOSES ONLY, AND ARE IN NO WAY INTENDED TO CREATE A PHYSICIAN-PATIENT RELATIONSHIP AS DEFINED BY STATE AND FEDERAL LAW; Klass Chiropractic, P.C. IS NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL DIAGNOSIS OR TREATMENT; AND RELIANCE ON ANY INFORMATION PROVIDED BY Klass Chiropractic, P.C. OR ANY Klass Chiropractic, P.C. MEDICAL EXPERTS IS SOLELY AT YOUR OWN RISK.

On Klass Chiropractic, P.C. you can ask and find informational questions and related educational answers by medical experts. Klass Chiropractic, P.C. is not a place for the practice of medicine, but medical experts on Klass Chiropractic, P.C. can be a resource for reliable, relevant general health information. We hope these services will be of value to you. Please use them responsibly.

The use of Klass Chiropractic, P.C. does not create a doctor-patient relationship. Klass Chiropractic, P.C. contains content, and may help you identify services or may offer services. Everything on Klass Chiropractic, P.C., including content accessed or services provided through Klass Chiropractic, P.C., are for your information, and should be used for informational purposes only. This means that content and services are not a substitute for medical advice, diagnosis, treatment, or care from your physician. Whenever we use the words “your physician” or “your doctor” or “healthcare provider” or similar words on Klass Chiropractic, P.C., including in these Terms of Use, we mean your personal doctor with whom you have of an actual, mutually acknowledged, doctor-patient relationship (or the same kind of formal, real-world relationship between you and your personal professional healthcare provider) within the United States. Medical experts on Klass Chiropractic, P.C. are not “your” doctor, physician, or healthcare provider. Interactions on or through Klass Chiropractic, P.C. do not constitute the practice of medicine and consultations cannot be used for providing a formal medical diagnosis, for a physical examination, for obtaining prescriptions, or for treatment. Do not use Klass Chiropractic, P.C. content or services to diagnose or treat a medical condition. See your doctor in person if you are looking for a personal medial evaluation, diagnosis, or prescription.

**Remember...**

* Always consult your doctor
* Consult your doctor or your healthcare provider if you have any questions about a symptom or a medical condition, and before starting or stopping any treatment directed by your physician or your healthcare provider, or before taking any drug or changing your diet.

**Always...**

* SEEK THE ADVICE OF YOUR DOCTOR OR YOUR OTHER QUALIFIED HEALTHCARE PROVIDER WHENEVER YOU HAVE A PERSONAL QUESTION ABOUT A MEDICAL CONDITION OR SYMPTOM.
* NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE, OR DELAY SEEKING MEDICAL ADVICE OR TREATMENT, BECAUSE OF SOMETHING YOU READ OR LEARN ON HEALTHTAP.
* CALL 911 (OR YOUR LOCAL EMERGENCY SERVICE) OR YOUR DOCTOR IMMEDIATELY IF YOU BELIEVE YOU MAY OR DO HAVE A MEDICAL EMERGENCY.

1. **Where Our Services Are Rendered**

You acknowledge, understand, and agree that you are seeking to use Company’s services. By doing so, you are:

* Virtually travelling to the State where our services are located (New York), and for convenience and other purposes availing yourself of Company’s Services in said State in the same manner as if you had physically driven to such State;
* Irrevocably agreeing that the Services and these Terms of Use are provided, rendered, and entered into, in the State, and not in the state, territory or country where you are physically located. Further, you agree that you will not bring any action in the state where you are physically located, it being acknowledged that sole jurisdiction and venue are within the State of New York, and that you have no rights vis-à-vis the Company or its medical experts in your state, territory or country (provided that such State is not New York);
* To the extent that the state where you are physically located attempts to assert jurisdiction over the Company or its medical experts, whether through its courts, state professional licensing board(s) or otherwise, you agree to cooperate with Company/the medical experts, and otherwise use your best efforts, with respect to asserting the matters agreed to in this Section.

1. **Termination By Company**

Company reserves the right, at its sole discretion, to immediately, without notice, suspend or terminate your access to, registration(s) with, or ability to access interactive features on the website (e.g., live chat, bulletin board/forums) and/or any other service, content, digital products, products or events, provided to you by Company, upon any breach by you of these Terms of Use or otherwise.

1. **Modifications of the Website**

Company may modify or discontinue any feature or service of the website, or any portion thereof, with or without notice to you and without liability to you or any third party.

1. **Not Professional Medical or Healthcare Advice/Nature of Services**

This site enables limited communication with a health care provider to provide general medical information using a limited communication modality. It does not form a physician-patient or other relationship, replace your relationship with any physician, and Company is not an insurance product and is not a prescription fulfillment warehouse.

It is your choice to use Company’s website and send information to health care providers affiliated with Company. You promise that all information you provide to Company will be true, accurate, current and complete, and you agree to maintain and promptly update such information to keep it true, accurate, current and complete. If Company has reasonable grounds to suspect that such information is not true, accurate or complete, we may deny or terminate your access to the site or Services (or any portion thereof). You acknowledge that any misrepresentations about your condition may result in serious harm to you or others.

Register Users are required to set up an account prior to accessing such Services (“Account”). When you set up an Account, you are required to enter your name, email address, password (“password”) and certain other information collected by Company depending on whether you are a member or Health Care Provider. You will also be agreeing to a separate contract with the Company. You may not transfer or share your Password or Account (collectively, the “**Account Information**”) with anyone. You are responsible for maintaining the confidentiality of your Account Information. You agree to notify us immediately upon becoming aware of any unauthorized use of your Account Information or any other breach of security. You are responsible for any and all use of your Account. Notwithstanding the above, Company may rely on the authority of anyone accessing your Account or using your Password and in no event and under no circumstances will Company be held liable to you for any liabilities or damages resulting from or arising out your use of the site, your use of Account information or your release of the Account information to a third party. You may not use anyone else’s Account at any time.

1. You understand and agree that health care providers you contact are not treating you, providing you with medical care, or providing you with advice or consultations. Health care providers are only providing limited non-emergent informational services and are not a substitute for seeking the advice of your primary care physician or other qualified health care professionals.
2. This site is intended for use only by persons who are at least 18 years of age and with sufficient capacity to consent to these Terms of Use. For individuals who are under age 18, a parent or legal guardian must accept these Terms of Use and any related consent on his or her behalf.
3. You understand that Company may send you information, notes, messages, reports and e-mails via the site regarding the limited information that you are seeking. Please immediately advise Company of any errors in any information. It is your responsibility to monitor these messages, reports and e-mails. You agree that you will not hold us liable for any injury, loss, or claims of any kind resulting from your failure to read these messages.

We may include a variety of information and content on our website, including articles, data, references, interactive community tools and advertising. This website also contains general information relating to medical and healthcare conditions, their treatment, and healthcare services and/or supplies. Additionally, physicians and/or other healthcare professionals may contribute such information and articles to the website.

**ALL INFORMATION AND CONTENT IS PROVIDED FOR GENERAL INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY AND IS NOT MEANT TO BE AND IS NOT A SUBSTITUTE FOR PROFESSIONAL ADVICE PROVIDED BY A PHYSICIAN OR OTHER QUALIFIED AND LICENSED HEALTHCARE, CLINICAL OR MEDICAL PROFESSIONAL PURSUANT TO PERSONAL IN-PERSON EXAMINATION AND PROFESSIONAL CONSULTATION.**

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While we hope you find Company helpful, you should not use the information contained herein for diagnosing a health problem, disease or condition or for selecting a specific course or method of treatment. Content from Company will not constitute commentary about your healthcare. **No professional relationship will be formed by using the site and a professional relationship can only be formed after you are evaluated physically within the State of New York.** Healthcare professionals using this website should remember that this information is not meant to serve as a substitute for your medical or clinical judgment as a healthcare professional. Healthcare consumers should not rely on the information on this website as professional medical advice or use it to replace any relationship with your physician or other qualified healthcare professional. For medical concerns and/or decision making, including decisions about medications, surgery and other treatments, individuals should always consult their physician or, in serious cases, seek immediate assistance from emergency personnel. **HEALTHCARE CONSUMERS WHO USE THE INFORMATION FROM THIS WEBSITE DO SO AT THEIR OWN RISK.**

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1. **Use of Website**

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Notwithstanding any other rights or restrictions in these Terms of Use, you will not use this website to: (1) transmit via or through the website, any information, data, text, images, files, links, or software except in connection with your authorized use of this website or otherwise in response to specific requests for information by us; (2) violate any laws, third party rights, or Company’s policies; (3) introduce to this website or any other computer or website viruses, worms, Trojan horses, and/or harmful code; (4) obtain unauthorized access to any computer system operated by Company or others; (5) impersonate any other person or create a false identity; (6) invade the privacy of any person or entity; (7) misrepresent the identity of a user of Company or use a false email address; (8) tamper with or obtain access to this website or any element of the website; (9) conduct fraudulent activities; (10) collect or harvest information regarding other users of the Company website for any reason whatsoever, including, without limitation, for sending such users unsolicited commercial email; or (11) delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature . You will not create internet “links” to or from the Services or Site.

To the extent applicable, if you establish or register for any type of account with or through the Company website, you must maintain the confidentiality of your account and password. You are responsible for all activities that occur under your account or password. You are required to immediately notify us in the event of any unauthorized access or use of your account or other breach of security. We are not liable for any damages or losses caused by unauthorized access or use of your account. You may be liable if Company or any other party suffers any damage or loss due to unauthorized access or use of your account.

Further, you will not (1) manipulate or otherwise display the Website by using framing, mirroring or similar navigational technology; (2) probe, scan, test the vulnerability of or breach the authentication measures of, this Website or any related networks or systems; (3) register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any services or any contests, promotions or sweepstakes if you are not expressly authorized by such party to do so; (4) harvest or otherwise collect information about others, including e-mail addresses; or (5) use any robot, spider, scraper, or other automated or manual means to access this Website, or copy any content or information on this Website.

1. **Content of Messages; Prohibited Conduct**

You are expected to use the website and its interactive features (e.g., live chat, bulletin board/forums) with respect, courtesy and responsibility, giving due regard to the rights of other users as well as in compliance with all federal, state and local laws and regulations. Common sense is the best guide as to what is considered acceptable and appropriate use of Company and its services, interactive features and products.

The following are examples of content (in any form, including messages, text, graphics, video, programs or audio) and uses that, similar to the above, are unacceptable and prohibited, and you acknowledge and agree that you are strictly prohibited from posting or otherwise publishing any such material or conducting yourself in violation of any of the following:

* Material prohibited by or any conduct that violates any applicable federal, state, local or international law, rule, ordinance or regulation (illegal activity)
* Material protected by Copyright (Copyright Infringement)
* Material protected by Trademark (Trademark Infringement)
* Material protected by Trade Secret (Misappropriation of Trade Secret)
* Material subject to any third party proprietary rights, including the foregoing examples, and privacy and publicity rights (unless you are the owner of such rights or have permission from their rightful owner to transmit or post the material)
* Use an inappropriate member name/user identification of any kind
* Post or otherwise submit language or material that is unlawful, obscene, discriminatory, defamatory, libelous, threatening, harassing, abusive, hateful, harmful, vulgar, profane, sexually oriented (unless within the scope of the topic area of a message board as determined by us in our sole discretion), racially or ethnically offensive, or that encourages conduct that could be considered a criminal offense, give rise to civil liability of you, Company or others, violate any law or regulation, or which is otherwise objectionable or inappropriate
* Adult content/pornography
* Consumer fraud or any other fraudulent conduct, including a misrepresentation or misleading statement
* Post advertisements or solicitations of business
* Unethical marketing practices
* Chain letters, research studies, survey solicitations, junk mail, “trolling,” “spamming,” commercial or non-commercial solicitations, or bulk communications of any kind, including but not limited to distribution lists to any person who has not given specific permission to be included in such list
* Tortious conduct/interference with a business relationship or contract
* Publish falsehoods or misrepresentations that could damage us or any third party
* Impersonate another person or entity (whether actual or fictitious, including impersonating an employee or agent of Company)
* Encourage the medically unnecessary/recreational use of controlled substances or illegal drugs
* Materially violating the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Standards for Privacy of Individually Identifiable Health Information (the HIPAA Privacy Rule)
* Links to websites in contravention of any of the above

These examples are by no means intended to be exhaustive.

The website is to be used by you for your personal use only. Any use by you of any other user’s information, personal or otherwise, for any purpose, commercial or otherwise, or to obtain direct financial gain (e.g., mass marketing) is strictly prohibited. Commercial uses of the website are strictly prohibited unless our prior written consent has been granted.

YOU ALONE ARE SOLELY RESPONSIBLE FOR THE CONTENT OF YOUR MESSAGES, POSTINGS AND MATERIALS, AND FOR ANY AND ALL CONSEQUENCES OF OR RELATING TO THE POSTING, TRANSMITTAL OR SUBMISSION OF SUCH MESSAGES AND MATERIALS.

COMPANY RESERVES THE ABSOLUTE RIGHT TO DETERMINE WHAT CONSTITUTES INAPPROPRIATE ACTIVITY AND ABUSE OF WEBSITE PRIVILEGES, IN OUR SOLE DISCRETION. WE RESERVE THE RIGHT TO DELETE FROM THE WEBSITE ANY INAPPROPRIATE MATERIAL POSTED BY YOU AT ANY TIME. A SINGLE VIOLATION OR REPEAT INFRINGEMENT WILL RESULT IN THE SUSPENSION OR TERMINATION OF YOUR REGISTRATION AND/OR WEBSITE PRIVILEGES.

Company will cooperate fully with any law enforcement officials and/or agencies in the investigation of any person who violates these Terms of Use.

You understand that when using the Company website, you may be exposed to user postings, messages and submissions from a variety of sources, and that Company is not responsible for the accuracy, usefulness, offensiveness, safety, or intellectual property rights of or relating to such user submissions. Company does not endorse any user posting, message or submission or any opinion, recommendation, or advice expressed therein, and Company expressly disclaims any and all liability in connection with user postings, messages and submissions. You further understand and acknowledge that you may be exposed to user postings, messages and submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Company with respect thereto, and agree to indemnify and hold Company harmless to the fullest extent allowed by law regarding all matters related to your use of the website, as also discussed in **Section 1** above and **Section 19** below.

YOU UNDERSTAND THAT WHETHER OR NOT SUCH USER SUBMISSIONS ARE POSTED OR OTHERWISE PUBLISHED, COMPANY DOES NOT GUARANTEE ANY CONFIDENTIALITY WITH RESPECT TO ANY USER SUBMISSIONS.

1. **Use at Own Risk; Limitation of Liability**

**YOUR USE OF COMPANY’S WEBSITE IS AT YOUR OWN AND SOLE RISK.**

**This website and the information and content are provided on an “as is” basis. COMPANY, ITS SUBSIDIARIES, ITS AFFILIATES, ITS LICENSORS, ITS SERVICE PROVIDERS, AND ITS SUPPLIERS, OR ITS AND THEIR RESPECTIVE MANAGERS,** **MANAGEMENT AND AFFILIATED ENTITIES (WHETHER IN EXISTENCE NOW OR IN THE FUTURE), MEMBERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS 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, COMPANY, ITS SUBSIDIARIES, ITS AFFILIATES, ITS LICENSORS, ITS SERVICE PROVIDERS, AND ITS SUPPLIERS, OR ITS AND THEIR RESPECTIVE MANAGERS, MEMBERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS make no representations or warranties as to either (1) the accuracy, reliability, completeness, or timeliness of the website’s information, content, software, text, graphics, links, or communications provided on or through the use of the website or COMPANY, or (2) the satisfaction of any government regulations requiring disclosure of information on prescription drug products, specific medical technology, medical treatment or the approval or compliance of any software tools with regard to the information and content contained on the website.**

**IN NO EVENT WILL COMPANY OR ITS SUBSIDIARIES OR AFFILIATES, OR ITS AND THEIR RESPECTIVE MANAGERS, MEMBERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU OR ANY THIRD PERSON OR ENTITY FOR ANY LOSS OR INJURY OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR OTHERWISE RESULTING FROM YOUR USE OF THIS WEBSITE AND ITS FEATURES, INCLUDING, WITHOUT LIMITATION, WITH REGARD TO ANY OMISSIONS, ERRORS OR INACCURACIES OF INFORMATION AND CONTENT, ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, OR THAT MAY RESULT FROM ANY PERSON FOLLOWING THE INFORMATION OFFERED OR PROVIDED THROUGH COMPANY. THE FOREGOING LIMITATION OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, ANY AND ALL ECONOMIC LOSS, PERSONAL INJURY, LOSS OF SOCIETY/COMPANIONSHIP, ILLNESS OR DEATH OR LOSS, LIABILITY OR DAMAGE OF ANY KIND, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.**

**YOU SPECIFICALLY ACKNOWLEDGE THAT** **COMPANY WILL NOT BE LIABLE FOR USER MESSAGES, POSTINGS, OR SUBMISSIONS OR FOR THE DEFAMATORY, LIBELOUS, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.**

1. **Links to Other Websites**

Company’s website contains links to external websites (owned and operated by third parties) that are neither the responsibility of nor under the control of Company. Similarly, this website may be accessed from third-party links over which Company has no control. Company cannot attest to the accuracy, reliability, currentness, timeliness or completeness of the information on any other website -- the information provided is entirely the responsibility of the operator of the external website visited and Company will have no liability for any losses, damages or injuries of any kind arising from such third party content or information. Further, Company does not endorse any content or information on such websites or any commercial products or services that might be advertised or sold on these external websites. In the event that any external website relates to the provision of medical, healthcare or related services and/or items - or any other product or service - a link to such third party website on Company’s website does not constitute a referral or a recommendation by Company of the healthcare provider or supplier or an endorsement of or representation about the quality of their products, services, qualifications, credentials or experience.

**YOU ASSUME THE SOLE RISK OF ACCESSING SUCH WEBSITES AND/OR PURCHASING OR OTHERWISE UTILIZING SUCH THIRD PARTY PRODUCTS AND/OR SERVICES.**

1. **Sponsorships and Advertising**

You understand that paid sponsorships and advertising may be used to supplement the information, content and materials available on Company’s website. Company is not responsible for the information, content, advertising, products, services or other materials made available by any third party that are advertised or otherwise distributed through Company website and statements within such advertisements should not be attributed to Company. Company is not responsible for the content of any third-party sponsor’s or advertiser’s website to which Company links. In all cases involving materials available on or otherwise distributed through the Company website, the disclaimers, limitations of liability and other provisions of these Terms of Use will apply. With respect to any other content, products, goods or services available on any third-party website, under no circumstances will Company be held responsible or liable, directly or indirectly, for any loss, injury or damage of any kind that is caused in connection with the use by you of, or reliance on, any such materials. You should direct any and all issues and concerns to such third party.

1. **Electronic Communication**

By submitting information through Company’s website, you consent to receive email or telephonic communications from us. When you use Company or send emails to Company, you are communicating with Company electronically. Company will communicate with you by email, telephone or by posting notices on our website. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing or sent by mail or other means.

1. **Health Privacy Laws: Use by Covered Entities Strictly Prohibited**

**BY AGREEING TO THESE TERMS OF USE AND USING COMPANY WEBSITE, ANY AND ALL INDIVIDUALS OR ENTITIES WHO OR WHICH ARE SUBJECT TO HEALTH PRIVACY STATUTES, REGULATIONS OR OTHER PRIVACY LAWS (E.G., “COVERED ENTITIES” UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA), SET FORTH IN 45 C.F.R. PARTS 160 THROUGH 164), HEREBY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT, UNLESS OTHERWISE AGREED TO OR DIRECTED BY COMPANY IN WRITING, COMPANY STRICTLY PROHIBITS THEIR ENTRY OF “PROTECTED HEALTH INFORMATION” (PHI) INTO COMPANY’S WEBSITE, WHETHER OR NOT ON BEHALF OF ANY COMPANY USERS OR REGISTRANTS. INDIVIDUALS OR ENTITIES SUBJECT TO SUCH HEALTH PRIVACY LAWS, AND ALL USERS OR REGISTRANTS FURTHER ACKNOWLEDGE, UNDERSTAND AND AGREE THAT COMPANY IS NOT A “BUSINESS ASSOCIATE” OF ANY SUCH PARTIES UNDER HIPAA, UNLESS SUCH RELATIONSHIP IS DOCUMENTED PURSUANT TO A SEPARATE WRITTEN BUSINESS AGREEMENT.**

1. **Financial and/or Legal Information**

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We may make software and accompanying documentation, reports, or records available for viewing, downloading and/or printing by you from our website. These materials are the copyrighted work of Company, or of the individuals or companies that have licensed the software, databases or other products to us. We do not transfer any ownership rights in software, databases or documentation to you when you download it from our website; rather, you are allowed to access the software, data and documentation under the terms of a license agreement as provided by applicable laws. You must read the license agreement that accompanies each product and indicate your agreement to those terms prior to downloading. You are not authorized to attempt to recreate or reverse engineer our software. In addition, software available on our website may be subject to United States export controls. By downloading or using such software, you are representing to us that your download of such software complies with these controls.

1. **Message/Information Storage**

Company assumes no responsibility for the deletion of or failure to store user messages, information, postings, submissions or e-mails.

1. **Indemnification**

You agree to indemnify and hold Company, their subsidiaries, affiliates, and each of their managers, members, officers, directors, shareholders, employees and agents harmless from any claim or demand made by any third party due to or arising out of your use of the website, the violation of these Terms of Use by you, or the infringement by you, or any other user of your registration (whether or not authorized), of any intellectual property or any other right of any person or entity.

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In the event that Company determines, in its sole discretion, that you have breached any portion of these Terms of Use, or have otherwise demonstrated conduct inappropriate for the website, Company reserves the right to:f (i) warn you via e-mail (to any e-mail address you have provided to Company) that you have violated these Terms of Use; (ii) delete any or all content provided by you or your agent(s) to/via the website; (iii) cancel/discontinue your registration(s) with the website; (iv) if applicable, discontinue your subscription to any digital product, product, event, content, tool or service purchased through the website; (v) notify and/or send content to and/or fully cooperate with the proper law enforcement authorities and agencies for further action; and/or (vi) take any other action which Company deems to be appropriate.

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1. **Laws that Govern this Agreement**

We operate the Company website from its offices within the State of New York in the United States of America. The website 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 website may differ, by accessing the website both you and Company agree that the laws and regulations of the State of New York, without regard to choice of law or conflict of law principles or long arm statute, will apply to all matters relating to use of our website. Any interactions between you and agents/contractors/employees of Company will be deemed to have occurred in the State of New York. Notwithstanding the foregoing, to the extent that any consultation(s) obtained through Company are subsequently determined to be outside of the State of New York, they are agreed to be invalid and you will not rely upon any information/documents/statements arising out of such an interaction.

Any controversy or claim arising out of or relating to these Terms of Use, or the breach thereof, must be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such arbitration will take place in New York.

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**ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR ATTEMPTED IN COURT (CONTRARY TO, AND IN VIOLATION OF THE ARBITRATION CLAUSE, ABOVE), WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND COMPANY SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION.**

1. **Contacting Us**

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We will attempt to respond to your questions or concerns promptly after we receive them.

4840-1859-4853, v. 2

“**Date last modified:** August 21, 2015.”