Physician User Agreement

Welcome to Healthgrades Marketplace, LLC, a Red Ventures Company, ("**Healthgrades**," "**we**" or "**us**") and to the Healthgrades physicians' portal of Healthgrades' website (the "**Site**"). Healthgrades is in the business of, among other things, helping patients and consumers identify, select and communicate with physicians and providers of healthcare. Healthgrades collects data and other information from numerous sources, including physicians and their practices, to provide to patients and consumers.

When physicians, long-term care facilities and other providers of healthcare services (collectively, "**Healthcare Providers**") provide accurate, complete and updated information to us, we at Healthgrades are able to provide more accurate and complete information about the Healthcare Providers to potential patients and consumers, allowing such patients and consumers to make more informed decisions regarding the appropriate Healthcare Provider for their needs.

Within this portal, as well as through telephone, facsimile, e-mail or other means of communication with us (the "**Portal**") , you have an opportunity to provide to us accurate, complete and current information about yourself and your practice including, without limitation, information, pictures, videos, media and other content; and/or responses or comments related to patient satisfaction surveys, patient comments, your care philosophy, or other details about your practice (collectively, "**Physician-Provided Material**").

**1. Overview**

This Physician User Agreement ("**Physician User Agreement**"), as it might be revised from time to time, governs among other things (i) your access to and use of this Portal and its related products and services, including Portal Materials, (ii) your provision of any and all Physician-Provided Material to Healthgrades by any means and at any time after clicking "I Agree" and (iii) your receiving communications from us with respect to this Portal and related products and services and other Healthgrades products and services. This Physician User Agreement constitutes a binding agreement between you and Healthgrades. PLEASE NOTE THAT WE RESERVE THE RIGHT, AT OUR SOLE DISCRETION, TO CHANGE THIS PHYSICIAN USER AGREEMENT FROM TIME TO TIME. YOUR CONTINUED USE OF THIS PORTAL OR CONTINUED PROVISION OF PHYSICIAN-PROVIDED MATERIAL AFTER ANY SUCH CHANGE TAKES EFFECT WILL BE DEEMED TO CONSTITUTE YOUR ACCEPTANCE OF AND AGREEMENT TO THE NEW PHYSICIAN USER AGREEMENT.PLEASE READ THIS PHYSICIAN USER AGREEMENT CAREFULLY BEFORE USING THIS PORTAL OR SUBMITTING ANY PHYSICIAN-PROVIDED MATERIAL. BY CLICKING ON "I AGREE," OR BY USING THIS PORTAL OR PROVIDING PHYSICIAN-PROVIDED MATERIAL, YOU, ON BEHALF OF YOURSELF OR YOUR PRACTICE OR ENTITY, AS APPLICABLE, ACKNOWLEDGE AND CONFIRM THAT:

(A) YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS PHYSICIAN USER AGREEMENT;

(B) YOU EITHER ARE THE PHYSICIAN IDENTIFIED IN THE PROFILE ACCESSED THROUGH THIS PORTAL (THE "PROFILE"), OR ARE WORKING WITH THE EXPRESS AUTHORIZATION OF THE PHYSICIAN IDENTIFIED IN THE PROFILE;

(C) YOU OR YOUR PRACTICE OR ENTITY, AS APPLICABLE, AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS PHYSICIAN USER AGREEMENT AND ACKNOWLEDGE THAT THIS PHYSICIAN USER AGREEMENT IS THE LEGAL EQUIVALENT OF A SIGNED, WRITTEN CONTRACT BETWEEN HEALTHGRADES AND YOU OR YOUR PRACTICE OR ENTITY, AS APPLICABLE; AND

(D) IF USING THIS PORTAL ON BEHALF OF YOUR PRACTICE OR AN ENTITY, YOU HAVE FULL AUTHORITY TO BIND YOUR PRACTICE OR ENTITY TO ALL OF THE TERMS AND CONDITIONS OF THIS PHYSICIAN USER AGREEMENT AND YOU HEREBY DO BIND YOUR PRACTICE OR ENTITY.

IF YOU OR YOUR PRACTICE OR ENTITY, AS APPLICABLE, ARE NOT WILLING TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE PRECEDING ACKNOWLEDGEMENT AND AGREEMENT, THEN DO NOT SELECT THE 'I AGREE' BUTTON ASSOCIATED WITH THIS PHYSICIAN USER AGREEMENT AND DO NOT ACCESS OR USE OUR PORTAL OR PROVIDE ANY PHYSICIAN-PROVIDED MATERIAL TO US. HEALTHGRADES DOES NOT AND WILL NOT GRANT YOU ANY RIGHT OR LICENSE TO ACCESS OR USE THIS PORTAL, PORTAL MATERIALS OR THE RELATED PRODUCTS OR SERVICES.

**2. No Referrals or Recommendations**

Healthgrades neither acts as a referral service nor recommends or endorses any particular Healthcare Provider. Rather, Healthgrades acts as an intermediary that provides selected information about Healthcare Providers. Healthgrades uses proprietary processes and algorithms to select, compile and adjust certain data to generate ratings of Healthcare Providers ("**Ratings**"). On its Site, Healthgrades makes available Ratings and other information, profiles and materials regarding Healthcare Providers (collectively with the Ratings the "**Site Materials**"). The Ratings and Healthcare Provider information consists of statements of opinion and not statements of fact or recommendations to utilize the services of any specific Healthcare Provider.

You acknowledge and agree that if and when you access, browse or use any portion of the Site other than this Portal, or if you use any Ratings or other Site Materials, then such access, browsing or use is (i) separate from your activities in this Portal and your provision of any Physician-Provided Material, and (ii) subject to all terms and conditions of the separate Limited License and User Agreement, which can be accessed at <https://www.healthgrades.com/content/user-agreement>.

In some instances, Healthgrades may facilitate communications between users and Healthcare Providers.  In such event, Healthgrades may charge fees to Healthcare Providers based on the cost of providing such communication services.  In no event are fees paid to Healthgrades based on referral volumes.  Such services are available to all participating Healthcare Providers, subject to compliance with Healthgrades' registration procedures and terms of use.  If you participate in such services, then Healthgrades may facilitate direct communications between users and you.  By registering or participating in such services, you consent to the terms of the Healthgrades' business associate agreement (<https://update.healthgrades.com/business-associate-agreement>) and you agree to protect any information received through such communication services in accordance with the terms of such business associate agreement.  You also agree to compensate Healthgrades for the provision of such services in accordance with the terms of your registration for such services.

**3. Registering and Password Maintenance**

If you wish to access and use this Portal, then you must choose a password and/or provide other security information during your completion of this Portal's registration process. By registering, you represent, warrant and covenant that:

* you are the physician identified in the Profile, or are expressly authorized to act on behalf of the physician identified in the Profile and are at least 18 years of age;
* you are using your actual identity and you have provided only true, accurate, complete and current information about yourself and, if you are not the physician him- or herself, the physician during the registration process; and
* you will maintain and promptly update the information that you provide to keep it true, accurate, current and complete. You may update your information at any time by logging into the Portal and clicking on "Account Log In."

By logging onto this Portal using any password, you represent, warrant and covenant that you are authorized to use such password and to engage in the activities that you conduct therein. You are solely responsible for the confidentiality and use of your password and/or security information, as well as for any activities conducted on or through this Portal using your password and/or security information. If you wish to cancel a password, or if you become aware of any loss, theft or unauthorized use of a password, please notify us immediately. We reserve the right to delete or change any password and/or security information at any time and for any reason.

**4. License**

Within this Portal, Healthgrades makes available certain analytics, statistics and other information and materials sourced either by Healthgrades or its third party licensors (collectively the "**Portal Materials**"). Upon your Physician User Agreement Acceptance, Healthgrades grants you a revocable, non-exclusive, non-transferable, limited license to access and view this Portal and the Portal Materials solely for your non-commercial, view-only, personal use and not for resale, disclosure or distribution to anyone else. All rights not expressly granted to you herein are reserved by Healthgrades; there are no implied licenses under this Physician User Agreement. The license granted to you in this Physician User Agreement is expressly conditioned on your continued compliance with this Physician User Agreement.

**5. Ownership**

As between you and Healthgrades, all right, title and interest in and to the Portal and Portal Materials, together with all intellectual property rights embodied therein, are the property of Healthgrades, Healthgrades' affiliates or Healthgrades third party licensors. The Portal and Portal Materials are protected by law, including but not limited to U.S. and international copyright law, trademark law, trade secret law, as well as other state, federal, and international laws, regulations and treaties. Healthgrades does not claim any rights in unaltered government data.

You agree not to engage in any activity that would constitute copyright infringement with respect to the Portal Materials. You acknowledge that the Portal Materials are original compilations (as defined by the 1976 Copyright Act, 17 U.S.C. § 101) containing material wholly and exclusively original to Healthgrades. You may not reproduce, create derivative works of, distribute, publicly perform or publicly display the Portal Materials or any portion thereof without Healthgrades' prior written consent. By way of illustration but not limitation, except as expressly permitted in this Physician User Agreement or otherwise permitted by us in writing, you may not, directly or indirectly, transmit, download, upload, post, sell, rent, license, transfer, disclose, mirror, frame, reverse engineer, decompile, disassemble, or use any aspect of this Portal or any Portal Materials, in whole or in part, in any form or by any means.

Further, you agree not to engage in any activity that would constitute unfair competition or trademark infringement in connection with the Portal Materials.

Please be aware that we actively and aggressively enforce our intellectual property rights to the fullest extent of the law.

**6. Your Information; the License You Grant; and Our Relationship**

Upon clicking "I Agree," you agree to each of the following:

* You hereby grant to Healthgrades a perpetual, irrevocable, transferable, worldwide, royalty-free, unrestricted license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display and otherwise exploit, and allow others to engage in any and all of the foregoing, any and all Physician-Provided Material that is provided to Healthgrades, which Physician-Provided Material might include, by way of illustration but not limitation, your name, a description of your background, a description of your practice, your practice philosophy and responses to patient comments (collectively, the "**Materials License**");
* You acknowledge that your Physician-Provided Material may be used without restriction for any purpose whatsoever, commercial or otherwise, without any compensation or obligation to you;
* You represent that you own, or otherwise have sufficient rights and authorization in and to, all Physician-Provided Material such that you may grant to Healthgrades the Materials License granted above;
* You acknowledge that Site users may rely upon the Physician-Provided Material when selecting a physician and you agree that all Physician-Provided Material that you or your practice or entity submit will be accurate, complete and not misleading in any respect;
* You acknowledge that misrepresenting oneself as a physician is an offense that is covered by both state and federal laws and you agree to provide only true and accurate information regarding your identity and Healthcare Provider status;
* You represent that any Physician-Provided Material submitted by you or your practice or entity will not contain any of the following material ("**Proscribed Material**"):
  + material that is false, factually inaccurate or misleading;
  + material that is defamatory, libelous, deceptive or fraudulent;
  + material that violates any U.S. or foreign law or regulation, including without limitation any law or regulation governing advertising or testimonial;
  + material that discriminates against, ridicules, harasses or disparages an individual or group for any reason, or on the basis of race, religion, national origin, gender, sexual orientation, marital status, age or disability;
  + material that violates any person's privacy right, including any such rights a person might have under HIPAA (as defined below);
  + material that infringes or violates any person's copyright, trademark or other intellectual property right;
  + material that is obscene or derogatory;
  + material that promotes violence, firearms, ammunition or weapons designed to inflict serious bodily harm;
  + material that, to your knowledge, would cause Healthgrades, to the extent that Healthgrades used the Physician-Provided Material as permitted under this Physician User Agreement, to violate any U.S. or foreign law or regulation, including without limitation any law related to advertising or testimonials, any law concerning defamation, libel and privacy, and any copyright, trademark or other intellectual property law.
* You agree that you are accessing the Portal or providing Physician-Provided Material on the basis of an inquiry, application, purchase or transaction regarding the products and services offered by Healthgrades and that we have hereby established a business relationship;
* You agree that Healthgrades may contact you and/or your practice or entity, via telephone, e-mail, facsimile or other appropriate means, regarding Physician-Provided Material (including without limitation requested updates or additions to the same) and other Healthgrades products and services.
* You understand and agree that inclusion of any Physician-Provided Material on the Site is not, and shall not be, an endorsement of any cause, idea, website, interest, products or services by Healthgrades.

**7. Notice and Procedure for Claims of Copyright Infringement**

If you believe that any content, posting, Physician-Provided Material or other materials or information displayed on or provided through the Site, including through a link, infringes your copyright, then you may submit a notification pursuant to the Digital Millennium Copyright Act by providing our Copyright Agent with an email at [copyrightagent@healthgrades.com](mailto:copyrightagent@healthgrades.com) (please use subject line "DMCA Notice"). See 17 U.S.C. § 512 for more information. To be effective, the notice must be in writing and contain the following:

1. An electronic or physical signature of the person authorized to act on behalf of an exclusive copyright interest;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of where the material that you claim is infringing is located on the Site that is reasonably sufficient to enable Healthgrades to identify and locate the material;
4. How Healthgrades can contact you, such as your address, telephone number and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
6. A statement by you that the information in your notice is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner or the owner of an exclusive right in the material.

You may also contact us by mail at Attention: Copyright Agent, Legal Department 999 18th Street, Suite 600, Denver, CO 80202, or by facsimile at (720) 310-8725.

Any communication sent to the Copyright Agent or to [copyrightagent@healthgrades.com](mailto:copyrightagent@healthgrades.com) for any purpose other than communication about copyright infringement may not be answered. Healthgrades may terminate the accounts of repeat infringers under appropriate circumstances.

If you believe that any material you submitted that was removed or to which access has been disabled is not infringing, or that you have the authorization of the copyright owner, the copyright owner's agent or pursuant to law, to post and use the material, then you may send a counter-notice containing the following information to the Copyright Agent:

Your physical or electronic signature;

1. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
2. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material; and
3. Your name, physical address, telephone number and email address, a statement that you consent to the jurisdiction of the federal court in Denver, Colorado, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

**8. Notice and Procedure for Claims of Intellectual Property Infringement**

This Agreement prohibits users from violating another party's intellectual property rights. For copyright claims, intellectual property owners should follow the terms related to removal of copyrighted material as set forth in Section 6 above. For other intellectual property violations, rights holders may submit a valid notice of intellectual property infringement to Healthgrades via email at [useragreement@healthgrades.com](mailto:useragreement@healthgrades.com). A valid notice of infringement must identify the following:

Identification of the work claimed to have been infringed (e.g., trademark registration);

1. Identification of the material that is claimed to be infringing together with information sufficient to locate the allegedly infringing material on the Site;
2. Your contact information, including your address, telephone number and a valid email address; and
3. A statement by you that you have a good faith belief that use of the material is not authorized.

You may also contact us by mail at Attention: Legal Department, 999 18th Street, Suite 600, Denver, CO 80202, or by facsimile at (720) 310-8725.

By submitting a valid notice of infringement, you agree that we may provide your request to the user who posted the material addressed in your notice. Upon receipt of a valid notice of intellectual property infringement, Healthgrades may remove or disable access to the allegedly infringing content in its sole discretion. Healthgrades may terminate the accounts of repeat infringers under appropriate circumstances

**9. Healthgrades Tools and Resources**

The Healthgrades Tools and Resources (referred to herein as "Tool Kit") is made available for the purpose of promoting your Healthgrades star rating on your own personal website. Healthgrades may make available through its Tool Kit certain Healthgrades-branded, dynamic icons, buttons or badges (collectively "Badges") for displaying your star rating. Those Badges made available by Healthgrades through its Tool Kit may only be used by you, and only in compliance with these terms and conditions.

Use of Healthgrades Badges is subject to the following guidelines:

* Badges must be separated from other trademarks, logos and graphics;
* Use of Badges will not imply endorsement by Healthgrades;
* You may not modify the look, feel, size, font, color, proportion or any other aspect of a Badge;
* Use of Badges must be in connection with your personal website or personal profile on a practice website only ("Your Website");
* You shall not use Badges in connection with false or misleading advertising;
* You shall not use Badges in any manner that disparages Healthgrades, its products or services;
* You shall not use Badges combined with any other words or marks;
* Use of the Badges shall link back to your profile on the Site;

Subject to your adherence to the foregoing guidelines and these terms, Healthgrades grants you a non-transferrable, non-exclusive, royalty-free, limited license to display the Badges in reference to Healthgrades ratings or reviews on Your Website and for no other purpose. The foregoing license is for use of the Healthgrades Badges made accessible by Healthgrades only and does not constitute a trademark license. Healthgrades reserves the right to terminate or modify the foregoing permission to display the Badges and to take action against any use that does not conform to these guidelines, violates any Healthgrades terms of use, User Agreement or Privacy Policy, infringes any Healthgrades intellectual property or other right, or violates applicable law.

**10. Content Feeds**

Healthgrades may make some Site content available via its application programming interface, or some other means (collectively, "Feed Content") for display on Your Website in connection with the Badges. You may access and use the Feed Content only associated with an approved Badge and only on Your Website provided that:

* Use of the Feed Content is for your personal, non-commercial use only;
* Use of the Feed Content does not suggest any endorsement by Healthgrades of Your Site, any third party causes, ideas, websites, products or services;
* You do not redistribute the Feed Content;
* Your use of the Feed Content does not overburden Healthgrades' servers.

Healthgrades reserves all right, title and interest in and to the Feed Content and may terminate or discontinue the Feed Content at any time for any reason.

**11. Term and Termination**

This Physician User Agreement will take effect at the time you click "I Agree" or use this Portal or provide Physician-Provided Material. We reserve the right, at any time and for any reason, without notice to you: (a) to deny you access to this Portal or related products or services; (b) to change, remove or discontinue this Portal or any related products or services; or (c) to terminate this Physician User Agreement. Upon termination of this Physician User Agreement, you may no longer access, browse or use this Portal or provide Physician-Provided Material.

**12. Confidentiality on the Internet; Electronic Communications with Healthgrades**

Use of the Internet is solely at your own risk and is subject to all applicable local, state, federal, and international laws and regulations. While we have endeavored to create a secure and reliable website, please be advised that the confidentiality of any communication or material transmitted to us over the Internet cannot be guaranteed. Consequently, neither we nor our affiliates are responsible for the security of any information transmitted via the Internet or the accuracy of the information contained on this Site.

Should you elect to send or receive e-mail communications of any kind to or from Healthgrades, you represent to Healthgrades that your e-mail service has appropriate and adequate security systems necessary to prevent unauthorized access to outbound or inbound e-mail transmissions, such that Healthgrades may rely upon the information in such e-mail communications. You also agree that Healthgrades may use de-identified information received from you and from users in accordance with the provisions of Healthgrades' privacy policy.

**13. Portal Monitoring**

We reserve the right to view, monitor and record activity on this Portal without notice to or permission from you. We may disclose any records, electronic communications, information, materials or other content of any kind at our sole discretion. However, we are not responsible for screening, policing, editing or monitoring this Portal.

We are committed to complying with all applicable U.S. and foreign laws and regulations, and expect all users of this Portal to comply with all applicable laws and regulations as well.

If it comes to our attention, or we are notified of an allegation, that this Portal or any Physician-Provided Material contains any Proscribed Materials, then we may, but have no obligation to, investigate the allegation and determine in our sole discretion whether to remove or request the removal of the same from the Portal or the Site.

**14. Events Beyond Our Control; Disclaimers; Limitations of Liability**

You absolve and release us and our affiliates from any claim of harm resulting from any cause(s) over which we or they do not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses or other damaging code or data, unauthorized access, theft, operator errors, severe weather, earthquakes, natural disasters, strikes or other labor problems, wars, or governmental restrictions.

THIS PORTAL AND THE RELATED PRODUCTS AND SERVICES, INCLUDING PORTAL MATERIALS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE PORTAL AND THE RELATED PRODUCTS AND SERVICES, INCLUDING PORTAL MATERIALS, MIGHT CONTAIN TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO: (A) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, CURRENCY, QUALITY, PERFORMANCE OR SUITABILITY OF THIS PORTAL AND THE RELATED PRODUCTS AND SERVICES, INCLUDING PORTAL MATERIALS; AND (B) ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED OR STATUTORY, THAT THIS PORTAL OR THE RELATED PRODUCTS AND SERVICES, INCLUDING PORTAL MATERIALS, WILL ASSIST YOU IN YOUR PRACTICE OR FOR ANY OTHER PURPOSE. WE DO NOT REPRESENT OR WARRANT THAT THIS PORTAL OR THE RELATED PRODUCTS OR SERVICES, INCLUDING PORTAL MATERIALS, WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS PORTAL AND THE RELATED PRODUCTS AND SERVICES, INCLUDING PORTAL MATERIALS, IS ENTIRELY AT YOUR OWN RISK. FURTHER, WE EXPRESSLY DISCLAIM ANY AND ALL RESPONSIBILITY AND LIABILITY WITH RESPECT TO SEPARATE AGREEMENTS YOU MAY MAKE WITH PATIENTS, CONSUMERS OR SITE USERS, AND YOU WILL LOOK SOLELY TO SUCH PERSONS AND/OR ENTITIES WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF SUCH AGREEMENTS.

NEITHER WE NOR OUR AFFILIATES WILL BE LIABLE FOR ANY DAMAGES RESULTING FROM YOUR USE OF, OR RELIANCE UPON, THIS PORTAL OR ITS RELATED PRODUCTS AND SERVICES, INCLUDING PORTAL MATERIALS. IN THE EVENT OF ANY PROBLEM WITH THIS PORTAL OR THE RELATED PRODUCTS OR SERVICES, INCLUDING PORTAL MATERIALS, YOUR SOLE REMEDY IS TO CEASE USING THIS PORTAL AND THE RELATED PRODUCT OR SERVICE AND PORTAL MATERIALS.

UNDER NO CIRCUMSTANCES WILL WE OR OUR AFFILIATES, OR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, PROPRIETORS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SERVANTS, ATTORNEYS, PREDECESSORS, SUCCESSORS OR ASSIGNS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY, OR LOSS OF USE) ARISING OUT OF USE OF THIS PORTAL, OR ANY RELATED PRODUCTS OR SERVICES,INCLUDING THE PORTAL MATERIALS, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states do not allow the exclusion or limitation of liability for consequential or incidental damages; thus, this limitation might not apply to you.

**15. Indemnity**

You will defend, indemnify, and hold harmless Healthgrades and our affiliates, and our and their respective directors, officers, shareholders, proprietors, partners, employees, agents, representatives, 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 (a) your use of this Portal and/or any related products or services, including the Portal Materials, or (b) any breach by you of this Physician User Agreement.

**16. Governing Law and Selection of Venue**

Regardless of the jurisdiction in which you work or reside, this Physician User Agreement is made in the State of Colorado, and will be construed and enforced in accordance with Colorado law (without regard to its provisions governing conflicts of law), as applied to agreements entered into and completely performed in Colorado, and except and to the extent that the Health Insurance Portability and Accountability Act ("**HIPAA**") Privacy Rule applies to any health-related information you provide to Healthgrades (in which case such HIPAA Privacy Rule governs), the privacy laws of the State of Colorado will govern.

ANY ACTION ARISING OUT OF THIS PORTAL,PORTAL MATERIALS OR THE PHYSICIAN-PROVIDED MATERIAL OR ANY ACTION TO ENFORCE THIS PHYSICIAN USER AGREEMENT WILL BE BROUGHT ONLY IN THE FEDERAL OR STATE COURTS PRESIDING IN DENVER, COLORADO, U.S.A., AND YOU EXPRESSLY AGREE TO BE SUBJECT TO THE JURISDICTION OF SUCH COURTS. USE OF THIS PORTAL, PORTAL MATERIALS OR THE PROVISION OF PHYSICIAN-PROVIDED MATERIAL IS LIMITED SOLELY TO PERSONS WHO AGREE TO RESOLVE ANY AND ALL DISPUTES PERTAINING TO THIS PORTAL, PORTAL MATERIALS OR THE PROVISION OF PHYSICIAN-PROVIDED MATERIAL IN THE FEDERAL AND STATE COURTS OF COLORADO, AND SUCH AN AGREEMENT IS AN EXPRESS CONDITION TO USE OF THIS PORTAL.

This Portal and the related products and services, including the Portal Materials, are controlled and operated by Healthgrades from its offices within the United States. We make no representation that this Portal, Portal Materials or the related products or services are appropriate or available for use outside of the United States, and access to this Portal or its related products or services from territories where its contents or purpose is illegal is prohibited. Those who choose to access this Portal from locations outside the United States do so of their own volition and are responsible for compliance with applicable local laws.

**17. Notices; Contacting Healthgrades**

Any notices to you may be sent to the e-mail address that you provide to us when you register, and will be deemed given one business day after the e-mail is sent. If you have any questions about this Physician User Agreement, or if you need to notify us, then contact us at cs@healthgrades.com or at the following address:

Healthgrades Marketplace, LLC, a Red Ventures Company.

999 18th Street, Suite 600

Denver, Colorado 80202

**18. Miscellaneous**

The following sections will survive the termination of this Physician User Agreement: 1, 2, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, and 18. Failure to insist on strict performance of any provisions of this Physician User Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver of any provision of this Physician User Agreement will be valid unless in writing and acknowledged in writing or electronically by both parties. If any portion of this Physician User Agreement is adjudged invalid or unenforceable by a court of competent jurisdiction, the remaining portions will remain valid, enforceable, and in effect, and the parties will promptly substitute for the invalid provision an enforceable provision which resembles the invalid provision as closely as possible in intent and economic effect. No joint venture, partnership, employment or agency relationship exists between you and Healthgrades as a result of this Physician User Agreement or your use of this Portal. This Physician User Agreement constitutes the entire agreement between you and Healthgrades with respect to your use of this Portal and/or provision of Physician-Provided Material, and supersedes any and all prior understandings or agreements between you and Healthgrades, whether written or oral. You acknowledge that, in providing you access to and use of this Portal, we have relied on your acceptance of this Physician User Agreement.

Date Last Updated: September 02, 2021