

@ Point of Care 360

Terms of Use

[INSERT WEBSITE]

Last updated: _____

PLEASE TAKE A MOMENT TO SCROLL DOWN AND READ THESE TERMS OF USE.

@ Point of Care 360 ("@ Point of Care 360," "we," "us," or "ours") owns and operates the website located at [insert website] (the "Site"). These Terms of Use state the terms and conditions under which you may use the Site and the services that we make available via the Site from time to time (the "Services"). Please read these Terms of Use carefully. By browsing the public areas or by accessing and using the Services, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use and our Privacy Policy, which is hereby incorporated by reference (collectively, this "Agreement"). If you do not agree to any of these terms, then please do not use the Site or the Services. These Terms of Use may be updated by us from time to time without notice to you.

Use of Personal Data. Your use of the Site and/or the Services may involve the transmission of your personally-identifiable information (the "Personal Data") to us. Our policies with respect to the collection and use of Personal Data is governed according to our Privacy Policy (located at [INSERT LINK TO PRIVACY POLICY]), which is hereby incorporated by reference in its entirety.

Intellectual Property Rights. You acknowledge that this Site contains material, such as software, text, graphics, images, sound recordings, audiovisual works, and other materials provided by or on behalf of @ Point of Care 360 (collectively, the "Content"). The Content may be owned by us or by third parties, and is protected by copyrights, trademarks, trade secrets, patents, or other proprietary rights, and that these worldwide rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed. You also acknowledge that the Content is and shall remain the property of @ Point of Care 360 or its licensors. You agree to comply with all intellectual property laws and you shall not encumber any interest in, or assert any rights to, the Content. You may not modify, transmit, participate in the sale or transfer of, or create derivative works based on any Content, in whole or in part. However, you may print a single copy of the Content for your own personal use provided that you maintain any notices contained in the Content, such as all copyright notices, trademark legends, or other proprietary rights notices.

Trademarks. [Insert Company logos and trademarks] are trademarks and service marks of @ Point of Care 360 (the "@ Point of Care 360 Trademarks"). Other @ Point of Care 360, product, and service names and logos used and displayed on this Site may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to @ Point of Care 360. Nothing on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the @ Point of Care 360 Trademarks displayed on this Site, without our prior written permission in each instance. All goodwill generated from the use of the @ Point of Care 360 Trademarks will inure to our benefit.

Community Guidelines. By accessing and/or using the Services, you hereby agree that:

- You will not use the Services for any unlawful purpose;
- You will not upload, post, e-mail, transmit, or otherwise make available any content that:
 - infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity; or
 - is threatening, tortious, defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another's privacy, or promotes extreme violence or cruelty to animals, or contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity; or
 - discloses any sensitive information about another person, including that person's e-mail address, postal address, phone number, credit card information, or any similar information.
- You will not "stalk" or otherwise harass another;
- You will not spam or use the Services to engage in any commercial activities, including, without limitation, raising money; advertising or promoting a product, service, website, or company; or engaging in any pyramid or other multi-tiered marketing scheme;

- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not interfere with or attempt to interrupt the proper operation of the Services through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Services through hacking, password or data mining, or any other means; and
- Let us know about inappropriate content. If you find something that violates our community guidelines, let us know, and we'll review it.

Unsolicited Information. By submitting any unsolicited information and materials, including comments, ideas, questions, designs, and other similar communications (collectively, "Unsolicited Information") to @ Point of Care 360 on Public Areas of the Site, you agree to be bound by the following terms and conditions. If you do not agree with these terms and conditions, you should not provide any Unsolicited Information to the Site. All Unsolicited Information will be considered NON-CONFIDENTIAL and NON-PROPRIETARY. @ Point of Care 360, or any of its affiliates, may use such communication or material for any purpose whatsoever, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast, and further posting. Further, @ Point of Care 360 and its affiliates are free to use any ideas, concepts, know-how, or techniques contained in any communication or material you send to the site for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products. By submitting any Unsolicited Information, you are granting @ Point of Care 360 a perpetual, royalty-free and irrevocable right and license to use, reproduce, modify, adapt, publish, translate, distribute, transmit, publicly display, publicly perform, sublicense, create derivative works from, transfer and sell such Unsolicited Information and to use your name and other identifying information in connection with such Unsolicited Information. This section shall not apply to any submissions you provide pursuant to an agreement with us.

Links to Other Web Sites. This Site may periodically provide links to third party websites ("Third-Party Sites") as well as other websites operated by @ Point of Care 360 ("Other @ Point of Care 360 Sites"). This Agreement governs only this Site and not any Third Party Sites or Other @ Point of Care 360 Sites. Our decision to link to a Third-Party Site is not an endorsement of the content or services in that linked Third Party Site. If you decide to access linked Third-Party Sites, you do so at your own risk. You should direct any concerns regarding any Third-Party Sites to the administrator of the applicable Third-Party Site. We also prohibit the use of any links to the Site from any other websites unless establishment of such a link is approved in advance by us in writing. You may not frame any elements of this Site with any other website.

Advertisements on this Site. @ Point of Care 360, in its sole discretion, may post the advertisements of third parties on the Site. The display of advertisements on the Site is not intended as and does not in any manner constitute a recommendation, endorsement, or approval of the advertiser or its services by @ Point of Care 360. Your correspondence or any other dealings with advertisers found on this Site are solely between you and such advertiser and we are not responsible or liable for the statements or conduct of any third party, nor for any loss or damage incurred as a result of any such dealings or as the result of the presence of such advertisers on this Site.

Security of the Site. Actual or attempted unauthorized use of the Site, the Content or the Services may result in criminal and/or civil prosecution. @ Point of Care 360 reserves the right to view, monitor, and record activity on the Site without notice or permission from you. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible illegal activity on the Site. @ Point of Care 360 will also comply with all court orders as well as all law enforcement and regulatory inquiries involving requests for such information.

No Responsibility for Connectivity. You agree that you are responsible for the means you use to access the Site and all costs associated therewith. You understand that we are not responsible for the performance of your hardware, software, the Internet, your Internet service provider and other third parties involved in connecting you to the Site.

YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THIS SITE IS TO STOP USING THIS SITE.

DISCLAIMER OF WARRANTIES.

YOU ACKNOWLEDGE AND AGREE THAT THE SITE, THE CONTENT AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NONE OF @ POINT OF CARE 360 PARTIES GUARANTEE THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY, SUITABILITY OR USEFULNESS OF ANY PORTION OF THE SITE OR THE SERVICES. NONE OF @ POINT OF CARE 360 PARTIES WARRANT THAT THIS SITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THIS SITE, THE SERVICES, ITS SERVER OR ANY FILES AVAILABLE FOR DOWNLOADING THROUGH THIS SITE ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL ELEMENTS. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE

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Comment [1]: Please confirm if this is applicable.

QUALITY AND PERFORMANCE OF THIS SITE AND THE SERVICES, AND THE ACCURACY, TIMELINESS OR COMPLETENESS OF THE CONTENT, SERVICES AND THE SITE IS ASSUMED SOLELY BY YOU. NONE OF @ POINT OF CARE 360 PARTIES MAKE ANY, AND HEREBY SPECIFICALLY DISCLAIM ANY AND ALL, REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS SITE AND THE SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. Without limiting the foregoing, @ Point of Care 360 its licensors, and its suppliers make no representations or warranties regarding the satisfaction of any government regulations requiring disclosure of information on prescription drug products or the approval or compliance of any software tools with regard to the Content contained on the Site.

Limitation of Liability. UNDER NO CIRCUMSTANCES WILL ANY OF @ POINT OF CARE 360 PARTIES BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THIS SITE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THIS SITE. IN NO EVENT SHALL ANY OF @ POINT OF CARE 360 PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE SITE OR THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR NEGLIGENCE, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES, IN SUCH JURISDICTIONS @ POINT OF CARE 360 PARTIES' LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Indemnification. You agree to defend, indemnify, and hold @ Point of Care 360 Parties harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of this Agreement; (ii) your access to, use, or misuse of the Site, Content, or the Services; and (iii) your violation of any third-party right, including without limitation any copyright, trademark, property, or privacy right.

Termination.

We may terminate this Agreement and your access to all or any part of the Site, the Content or the Services at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Site, the Content or the Services at any time without prior notice or liability.

Copyright Complaints.

If you believe this Website contains any content that infringes your copyright, please refer to our [Copyright Infringement Notification Procedures](#).

Miscellaneous. In the event that any portion of this Agreement is held to be invalid or unenforceable, then such portion shall be construed in accordance with the applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of this Agreement shall remain in full force and effect. The sections of this Agreement entitled limitation of liability, indemnification, miscellaneous shall survive the termination of this Agreement. The paragraph headings herein are provided only for reference and shall have no effect on the construction or interpretation of this Agreement. You expressly absolve and release @ Point of Care 360 Parties from any claim of harm resulting from a cause beyond their 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 activities or governmental restrictions. You may not assign this Agreement. No waiver shall be effective unless in writing. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement. This Agreement and any other agreements between the parties entered into through this site shall be governed by and construed in accordance with the laws of the State of New Jersey. Except for proceedings commenced by @ Point of Care 360 to protect its intellectual property or confidential information which may be brought in any court of competent jurisdiction, the parties mutually agree that any and all disputes arising hereunder shall be resolved exclusively by state or federal courts located in the State of New Jersey. This Agreement contains the entire agreement of the parties concerning this Site and supersedes all existing agreements and all other oral, written or other communication between the parties concerning its subject matter. You shall comply with all laws, rules and regulations which are now or hereinafter promulgated by any government authority or agency which govern or apply to the operation and use of the Site. Without limiting the generality of the foregoing, you expressly agree to comply with such restrictions and not to export or re-export any of the Content to countries or persons prohibited under the export control laws of the United States. You are prohibited from any use of the Site that would constitute an illegal offense, give rise to liability or otherwise violate any applicable local, state, national or international law or regulation. All rights not expressly granted herein are reserved by @ Point of Care 360.

Thank you for your cooperation. We hope you find the @ Point of Care 360 Site helpful and convenient to use. Questions or comments regarding this website, including any reports of non-functioning links, should be submitted using our email address at [INSERT EMAIL ADDRESS], or via U.S. mail to [INSERT COMPANY ADDRESS]. We try to answer every email in a timely manner but are not always able to do so.

Copyright Infringement Notification Procedures

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Site;
- Your address, telephone number and email address;
- 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
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or duly authorized to act on the copyright owner's behalf.

Copyright agent:

[INSERT ADDRESS]

@ Point of Care 360

Subscriber Terms of Service

[INSERT WEBSITE]

Last updated: _____

PLEASE TAKE A MOMENT TO SCROLL DOWN AND READ THESE SUBSCRIBER TERMS OF SERVICE.

These Subscriber Terms of Service govern your use of Services (as defined below) made available to you by @ Point of Care 360 ("@ Point of Care 360," "we," "us," or "ours") via [insert URL] (the "Site") on condition that you accept these Subscriber Terms of Service, and the Privacy Policy and Terms of Use posted on the Site (collectively, the "Agreement"). "Subscriber," "You" or "Your" refers to the person accessing or using the Services. BY CLICKING THE "I ACCEPT" BUTTON AND COMPLETING THE REGISTRATION PROCESS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THE AGREEMENT AND YOU CERTIFY THAT YOU ARE EITHER (I) YOU ARE AT LEAST 18 YEARS OLD OR OLDER, (II) A SUBSCRIBER, OR A PRINCIPAL, PARTNER, OFFICER, OR OTHER AUTHORIZED REPRESENTATIVE OF THE SUBSCRIBING ORGANIZATION FULLY AUTHORIZED TO BIND SUBSCRIBER TO CONTRACTUAL OBLIGATIONS, (III) AUTHORIZED TO PROVIDE PERSONAL DATA REGARDING SUBSCRIBER DURING REGISTRATION AND IN CONNECTION WITH THE SERVICES, AND (IV) AUTHORIZED TO GRANT OR DENY ACCESS BY THIRD PARTIES TO THE SUBSCRIBER DATABASE OF SUBSCRIBER, AND (V) THAT ALL INFORMATION AND DOCUMENTATION SUBMITTED IN CONNECTION WITH THE SERVICES IS COMPLETE AND CORRECT IN ALL RESPECTS. @ POINT OF CARE 360 IS HEREBY AUTHORIZED TO USE SUCH INFORMATION AS REASONABLY NECESSARY DURING THE COURSE OF PROVIDING THE SERVICES CONTEMPLATED HEREUNDER, AND TO SHARE SUCH INFORMATION WITH ITS AFFILIATES OR AS OTHERWISE ALLOWED BY APPLICABLE LAW. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT GRANTED PERMISSION TO ACCESS OR OTHERWISE USE THE SITE, THE CONTENT OR THE SERVICES. Unless otherwise stated herein, all defined terms shall have the meaning set forth in the Terms of Use and Privacy Policy.

THIS SITE DOES NOT PROVIDE MEDICAL ADVICE. The Site, the Content and the Services are provided for informational purposes only, and are not intended as a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in

seeking it because of something you have read on the Site, the Content and the Services. If you think you may have a medical emergency, call your doctor or 911 immediately. @ Point of Care 360 does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Site, the Content and the Services. Reliance on the Site, the Content and the Services is solely at your own risk.

United States Use Only. This Site is intended to be used only by residents of the United States. Anyone who accesses the Site from outside the United States does so at their own initiative and risk and is responsible for compliance with all applicable laws.

Registration. Users are not required to register as Subscribers to browse in public areas ("Public Areas") of the Site. In order to access Subscriber-only portions of the Site and/or use the Service, registration is required. During the registration process, we will provide you with/ a unique sign-in name ("Sign-In Name") and a password ("Password"), and may also request that you provide certain additional information that will assist in authenticating your identity when you log-in in the future ("Unique Identifiers"). Examples of Unique Identifiers may include mother's maiden name, the make of your first automobile and the name of your favorite pet. Each Sign-In Name and corresponding Password can only be used by one Subscriber. You are solely responsible for the confidentiality and use of your Sign-In Name, Password and Unique Identifiers, as well as for any use, misuse or communications entered through the Site using one or more of them. You will promptly inform @ Point of Care 360 of any need to deactivate a Password or Sign-In Name, or change any Unique Identifier. @ Point of Care 360 reserves the right to delete or change your Password, Sign-In Name or Unique Identifier at any time and for any reason.

You are using the Service at your own risk and you, along with your healthcare provider, are personally responsible for verifying its suitability for your needs.

Services. @ Point of Care 360 will provide Subscriber with access to the Service through the Site in accordance with the terms and conditions of this Agreement. @ Point of Care 360 will be responsible for hosting the Site, and Subscriber will be responsible for obtaining internet connections and other third party software and services necessary to access the Site. Subscribers will have the right to (i) create individual accounts on the Site (each, a "Subscriber Database") for the Subscriber, (ii) provide Personal Data to their own Subscriber Database(s), (iii) use and modify Personal Data in their own Subscriber Database(s), and (iii) authorize certain third parties to provide, access, use and modify the Personal Data in their own Subscriber Databases. Such third parties may include healthcare providers.

@ Point of Care 360 Reservation of Rights. @ Point of Care 360 is under no obligation to accept any individual as a Subscriber to the Service, and may accept or reject any applicant in its sole and complete discretion.

Annual Subscription. The Service is offered by @ Point of Care 360 to Subscribers on a subscription basis. Each subscription will renew automatically for additional one year terms unless you notify @ Point of Care 360 that you desire to terminate the subscription at least thirty (30) days prior to the expiration date of your then current subscription. @ Point of Care 360 will notify you of any adjustment in the annual subscription fee no later than sixty (60) days prior to your renewal date. You may terminate the Services by written notice to @ Point of Care 360 no later than thirty (30) days prior to the expiration of such notice period. If we do not receive a timely written notice of termination, the Services shall renew for an additional term of equal length.

Aggregated and De-identified Personal Data. We may aggregate and analyze your Personal Data in aggregate form which does not identify you personally. We may share this aggregated and de-identified Personal Data with third parties for commercial purposes. If, at some point in time, the Services and/or @ Point of Care 360 becomes subject to the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder (collectively, "HIPAA"), we will comply with HIPAA and ensure that each of our third party providers are also bound by HIPAA.

Subscriber Database. Upon the earlier of the termination of this Agreement, or a Subscriber's written request, @ Point of Care 360 will remove the applicable Subscriber Database from the Site and from there the Subscriber's Personal Data shall no longer be available via the Site.

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Comment [2]: Please confirm if this accurately describes the registration process.

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Comment [3]: Will individuals be required to pay for the services?

Fees. @ Point of Care 360 has established a fee schedule for Subscribers to the Service. Subscribers are responsible for providing a valid credit card number at the time of registration. @ Point of Care 360 will use the credit card for your first annual subscription fee, and for each subsequent annual renewal. You represent and warrant that you are an authorized user of such credit card, and you agree to pay all charges resulting from your Subscription account at the prices then in effect, including any unauthorized charges incurred prior to your notifying @ Point of Care 360 of such charges. You agree that @ Point of Care 360 may pass your credit card information and related personally identifiable information to its designated service provider(s) for their use in charging you for appropriate services utilized through your Subscription. All Subscription fees are exclusive of sales or other taxes and you are responsible for payment of any applicable state, local and city taxes. All payments of Fees are non-refundable, and must be received by @ Point of Care 360 in advance of the period to which they apply. All amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars. Overdue payments will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowable interest under applicable law, from due date until paid. Subscriber will pay any sales, use or other tax related to the license and services.

License Grant. @ Point of Care 360 grants Subscriber during the subscription term a non-exclusive, non-transferable, non-sublicensable license to access and use the Site, the Content, and the Services. Subscriber will not (and will not permit any third party to): (i) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the Site, the Content, the Services or any Subscriber Database; (ii) copy, modify, adapt or translate the Site, the Content, the Services or any Subscriber Database, or otherwise make any use, resell, distribute or sublicense the Site, the Content, the Services or any Subscriber Database except in connection with this Agreement; (iii) disclose and/or make the Site, the Content, the Services or any Subscriber Database available on a "service bureau" basis; (iv) remove or modify any proprietary marking or restrictive legends placed on the Site, the Content, the Services or any Subscriber Database; or (vi) use the Site, the Content, the Services or any Subscriber Database in violation of any applicable law or regulation.

Subscriber retains all copyrights and other intellectual property rights in and to any Personal Data and other information Subscriber submits into Subscriber's own Subscriber Database. Subscriber hereby grants us an irrevocable, non-exclusive, worldwide, royalty-free, sublicensable, transferable license to use, reproduce, distribute, publish the data in Subscriber's own Subscriber Database and associated works, along with the right to excerpt, analyze, index, and create derivative works from the data in Subscriber Database as reasonably necessary for us to provide Subscriber with the Services and to provide healthcare providers with our Services.

DISCLAIMER OF WARRANTIES.

NONE OF @ POINT OF CARE 360, ITS AFFILIATES, SUBSIDIARIES, OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "**@ POINT OF CARE 360 PARTIES**") ENDORSE ANY SUBSCRIBER, HEALTHCARE PROVIDER OR OTHER THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY OPINION, RECOMMENDATION OR ADVICE EXPRESSED BY THE HEALTHCARE PROVIDER OR THIRD PARTY. YOU ACKNOWLEDGE THAT THE SERVICES MERELY ACT AS A VENUE THAT ALLOWS SUBSCRIBERS AND HEALTHCARE PROVIDERS AND THIRD PARTIES TO COMMUNICATE WITH EACH OTHER. NONE OF THE @ POINT OF CARE 360 PARTIES IS A PARTY TO, OR HAS ANY RESPONSIBILITY OR LIABILITY WITH RESPECT TO, ANY TRANSACTION, COMMUNICATION OR INTERACTION BETWEEN SUBSCRIBER, HEALTHCARE PROVIDERS OR THIRD PARTIES OR FOR ANY RESULTS CAUSED BY USING THE SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEATH, BODILY INJURY OR HEALTH PROBLEMS SUBSCRIBER MAY SUFFER. WE EXPRESSLY DISCLAIM, AND SUBSCRIBER WAIVES, ANY AND ALL LIABILITY IN CONNECTION WITH THE FOREGOING.

YOU ACKNOWLEDGE AND AGREE THAT THE SITE, THE CONTENT AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NONE OF @ POINT OF CARE 360 PARTIES GUARANTEE THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY, SUITABILITY OR USEFULNESS OF ANY PORTION OF THE SITE OR THE SERVICES. NONE OF @ POINT OF CARE 360 PARTIES WARRANT THAT THIS SITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THIS SITE, THE SERVICES, ITS SERVER OR ANY FILES AVAILABLE FOR DOWNLOADING THROUGH THIS SITE ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL ELEMENTS. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS SITE AND THE SERVICES, AND THE ACCURACY, TIMELINESS OR COMPLETENESS OF THE CONTENT, SERVICES AND THE SITE IS ASSUMED SOLELY BY YOU. NONE OF @ POINT OF CARE 360 PARTIES MAKE ANY, AND HEREBY SPECIFICALLY DISCLAIM ANY AND ALL, REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS SITE AND THE SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF

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Comment [4]: Will individuals be required to pay for the services? Are healthcare providers required to pay for the services?

THIRD-PARTY RIGHTS. Without limiting the foregoing, @ Point of Care 360 its licensors, and its suppliers make no representations or warranties regarding the satisfaction of any government regulations requiring disclosure of information on prescription drug products or the approval or compliance of any software tools with regard to the Content contained on the Site.

Limitation of Liability. UNDER NO CIRCUMSTANCES WILL ANY OF @ POINT OF CARE 360 PARTIES BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THIS SITE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THIS SITE. IN NO EVENT SHALL ANY OF @ POINT OF CARE 360 PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE SITE OR THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR NEGLIGENCE, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES, IN SUCH JURISDICTIONS @ POINT OF CARE 360 PARTIES' LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Indemnification. You agree to defend, indemnify, and hold @ Point of Care 360 Parties harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of this Agreement; (ii) your access to, use, or misuse of the Site, Content, or the Services; and (iii) your violation of any third-party right, including without limitation any copyright, trademark, property, or privacy right.

Termination. We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Site, the Content and/or the Services at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of this Site, the Content and/or the Services at any time without prior notice or liability. You may terminate this Agreement at any time upon the provision of written notice to us by email to: [INSERT EMAIL ADDRESS], or via hard copy mail directed to: [INSERT COMPANY ADDRESS]. Your access to the Site will be terminated within 24 hours of our receipt of your notice of termination.

Modifications. We reserve the right to amend this Agreement at any time and from time to time without notice. If you use the Site and/or the Services after this Agreement has been posted, you will be deemed to have agreed to this Agreement. If you do not agree to the modified Agreement, you should discontinue your use of the Services, which termination is your sole and exclusive remedy.

Miscellaneous. In the event that any portion of this Agreement is held to be invalid or unenforceable, then such portion shall be construed in accordance with the applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of this Agreement shall remain in full force and effect. The sections of this Agreement entitled limitation of liability, indemnification, miscellaneous shall survive the termination of this Agreement. The paragraph headings herein are provided only for reference and shall have no effect on the construction or interpretation of this Agreement. You expressly absolve and release @ Point of Care 360 Parties from any claim of harm resulting from a cause beyond their 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 activities or governmental restrictions. You may not assign this Agreement. No waiver shall be effective unless in writing. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement. This Agreement and any other agreements between the parties entered into through this site shall be governed by and construed in accordance with the laws of the State of New Jersey. Except for proceedings commenced by @ Point of Care 360 to protect its intellectual property or confidential information which may be brought in any court of competent jurisdiction, the parties mutually agree that any and all disputes arising hereunder shall be resolved exclusively by state or federal courts located in the State of New Jersey. This Agreement contains the entire agreement of the parties concerning this Site and supersedes all existing agreements and all other oral, written or other communication between the parties concerning its subject matter. You shall comply with all laws, rules and regulations which are now or hereinafter promulgated by any government authority or agency which govern or apply to the operation and use of the Site. Without limiting the generality of the foregoing, you expressly agree to comply with such restrictions and not to export or re-export any of the Content to countries or persons prohibited under the export control laws of the United States. You are prohibited from any use of the Site that would constitute an illegal offense, give rise to liability or otherwise violate any applicable local, state, national or international law or regulation. All rights not expressly granted herein are reserved by @ Point of Care 360.

@ Point of Care 360

Privacy Policy

[INSERT WEBSITE]

Last updated: _____

@ Point of Care 360 (“@ Point of Care 360,” “we,” “us,” or “ours”) provide this privacy and security policy (“Privacy Policy”) because we know that you care about how your information is collected, used, shared and retained. This Privacy Policy applies only to information collected when you access our website [INSERT LINK] (the “Site”) or use the services that we make available via the Site from time to time (the “Services”). By visiting the Site or using the Services, you accept the terms of this Privacy Policy.

The Information We Collect. @ Point of Care 360 collects the following types of information via the Site directly and indirectly through our third party service providers (“Service Providers”).

Personal Information. Personal Information means any information that may be used to identify a natural person. Generally, you may visit and browse the Site without revealing any of your Personal Information. When you use the Services, you may be required to provide Personal Information. Personal Information for purposes of this Privacy Policy will not include data in the subscriber database.

Non-Personal Information. We may collect your IP address, Internet service provider, browser type and language, referring and exit pages and URLs, date and time, amount of time spent on particular pages, sections of the Site visited, number of links you click while on the Site, search terms, operating system, website traffic and related statistics, keywords and/or other data.

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“Session” cookies are temporary cookies used for various reasons, such as managing page views and your shopping cart. Typically, your browser will erase session cookies once you exit the browser. “Persistent” cookies are more permanent cookies that are stored on your computer or mobile device after you exit the browser. Persistent cookies allow us to retrieve certain information that you have previously provided to us (for example, your user ID if you ask to be remembered). The Site may use both session and persistent cookies.

The Site may also use “tracer tags,” which are tiny graphic images placed on Site pages or in our e-mails that allow us to determine whether you have performed certain actions. When you access these pages or open e-mail messages, the tags generate a notice of that action to us or our Service Providers. These tools allow us to measure response to our communications and improve our web pages and promotions.

You may manage, block or delete cookies and other tracking technologies by adjusting your browser’s security and privacy settings but, if you do so, you may not be able to use particular features of the Site or the Services.

How We Use Your Information. We may use your Personal Information in a manner that is consistent with this Privacy Policy. If you provide Personal Information for a certain reason, we may use such Personal Information in connection with the reason it was provided. For instance, we may use Personal Information to administer, improve and provide access to the Site and the Services; respond to inquiries; or to communicate with you [by email, telephone or regular mail] regarding news updates, special promotional offers, our products and services, or other information which may be of interest to you. If you later wish to opt-out of receiving such promotional communications from us at any time, simply follow the “Opt-Out” instructions.

Aggregated Personal Information. We may analyze your Personal Information in aggregate form which does not identify you personally. We may share this aggregate data with our affiliates, agents, advertisers, manufacturers and business partners. We may also disclose aggregated user statistics in order to describe our services to current and prospective business partners and to other third parties for other lawful purposes.

Sharing Your Information. @ Point of Care 360 may share your Personal Information and Non-Personal Information with third parties without notice to you under certain circumstances including:

- *Service Providers.* When we engage a Service Provider to perform certain business-related functions, we only provide them with the information that they need to perform their specific function. We may also share your information with any of our parent companies, subsidiaries, or other companies under common control with us.
- *Legal Requirements.* We may disclose your information if required to do so by law, or in the good faith belief that such action or disclosure is necessary or appropriate (i) to operate the Site, (ii) comply with any legal obligation, report unlawful activity, cooperate with law enforcement, or protect against legal liability, (iii) protect and defend our rights, property, personnel, suppliers, sponsors, agents or licensors, or (iv) protect the personal safety of users of the Site or the public.
- *Business Transfers.* We may share your information with business partners, or buy or sell businesses or assets. In the event of a corporate sale, asset sale, merger, reorganization, dissolution or similar event, Personal Information, and Non-Personal Information may be part of the assets that are transferred.
- *Aggregated Information.* We may aggregate Personal Information and Non-Personal Information and provide it to our existing or potential business partners, sponsors, advertisers or other third parties, in response to a government request, or to other third parties for lawful purposes.
- @Point of Care 360 may disclose Personal Information to third party marketers (who may combine such Personal Information with their own records, and records available from other sources), for their own direct marketing purposes, and the direct marketing purposes of other third party marketers. *If you wish to opt-out of sharing your Personal Information with third party marketers for their own and third party direct marketing purposes, please send an email with your name and address to optout@companyname.com (link to email). [Note to Draft: clicking on the link should bring up an email filled out except for insertion of name and address, i.e., including the proper email addressee with a subject line stating something like: Opt-Out of Sharing with Third Party Marketers"]*

Advertising. @ Point of Care 360 may, directly or indirectly through Service Providers, serve personalized advertisements when you visit the Site. @Point of Care 360 and Service Providers may use Personal Information and Non-Personal Information collected during your visits to the Site to select advertisements, perform, or have performed, cookie synchs, and otherwise combine and compare your information with other databases for @ Point of Care 360's commercial purposes. You may opt-out of the tailoring of advertising based on information we collect. To learn more about the use of this information, or to choose not to have this information used by our third-party advertising partners by opting out, please visit the Network Advertising Initiative by clicking http://www.networkadvertising.org/managing/opt_out.asp

Email Opt-Out. @ Point of Care 360 offers you control over your privacy preferences regarding email. You may update these preferences at any time. Please allow sufficient time for your preferences to be processed. You may opt-out of receiving promotional emails from us when registering for an account, by unchecking the box that asks whether you would like to receive e-mail updates about our new features, services and special offers.

- You may unsubscribe from receiving promotional e-mails of certain types (or a company wide unsubscribe) at any time by using the Unsubscribe page on the Site. Click here to unsubscribe now. **[INSERT LINK]** Please pay careful attention to the various options for unsubscribing from our

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- When you receive a promotional e-mail from @ Point of Care 360, it will contain a link that allows you to unsubscribe. If you decide to use this opt-out link, you will no longer receive special offers, valuable coupons, new product introductions and informational health and wellness newsletters from @ Point of Care 360; however, you will continue to receive non-promotional e-mails from us, such as order confirmations.

Security. @ Point of Care 360 takes reasonable precautions to safeguard your Personal Information against unauthorized access or disclosure including Secure Sockets Layer (SSL) encryption. Unfortunately, no data transmission over the Internet or stored on a server can be guaranteed to be 100% secure. As a result, we cannot guarantee or warrant the security of any information you disclose or transmit to us online, and @ Point of Care 360 is not responsible for the theft, destruction, or inadvertent disclosure of your Personal Information.

Accessing and Correcting Personal Information. You can access and correct your Personal Information by logging into your account and accessing the "My Account" section of the Site. If you wish to cancel your account, please send us an email at [REDACTED]. We may retain your Personal Information and Non-Personal Information indefinitely after termination of your account for use in compliance with this Privacy Policy

Children. The Site is not intended for use by children under the age of 13. @ Point of Care 360 does not knowingly collect or use any Personal Information from such children. If you are under the age of 13, do not submit any information to this Site. If we learn that we collected Personal Information from children under the age of 13, we will take steps to delete that information as soon as possible.

Changes to Privacy Policy. @ Point of Care 360 may, in its sole discretion, change this Privacy Policy from time to time without prior notice. We will notify you of any material changes to this Privacy Policy by changing the "Last Updated" date at the top of this Privacy Policy. If you visit the Site or use the Services after a change to this Privacy Policy is posted on the Site, you will be bound by such change. Please refer back to this Privacy Policy on a regular basis. If you object to any of the terms in a revised Privacy Policy, you have the right to cease using the Site and the Services. If you have questions about this Privacy Policy, or believe that @ Point of Care 360 has acted inconsistently with this Privacy Policy, please **Contact Us**.

Privacy Practices of Third Parties. The Site may contain links to third party websites, products, and services. These third party websites may place cookies or other tracking technologies on your computer or personal device. Information collected by these third party websites is governed by their privacy practices and is not subject to this Privacy Policy. We are not responsible for how these third party websites collect, use, disclose, distribute, or maintain Personal and Non-Personal Information. If you visit a third party website linked from the Site, you do so at your own risk. We encourage you to learn about the privacy practices of those third parties prior to providing them with an information or taking advantage of an offer or promotion. @ Point of Care 360 expressly disclaims any and all liability for the actions of third parties, including but without limitation to actions relating to the use and/or disclosure of Personal Information by third parties.

Governing Law. This Privacy Policy and the privacy practices of @ Point of Care 360 will be subject exclusively to the laws of the State of New Jersey, United States.

Important Notices to Non-U.S. Residents. The Site, and the Services are operated in the United States. If you are located outside of the United States, please be aware that any information you provide to us will be transferred to the United States. By providing us with any information through the Site, or the Services, you consent to this transfer.

Contact Us. If you have any questions regarding this Privacy Policy or our privacy practices, you may email us at: [REDACTED] with "PRIVACY POLICY" in the subject line, or send us a letter addressed to:

[REDACTED]