

## TERMS OF USE

**Last Updated: January 23, 2017**

Mediquire, Inc. (“Mediquire,” “we,” “us,” or “our”) welcomes you. We provide you access to our website located at [www.mediquire.com](http://www.mediquire.com) (the “Site”) subject to the following Terms of Use, which may be updated by us from time to time without notice to you. By accessing the Site, 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.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

**THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.**

### **1. USE OF PERSONAL INFORMATION**

Your use of the Site may involve the transmission to us of certain personal information. Our policies with respect to the collection and use of such personal information are governed according to our Privacy Policy (located at [<http://mediquire.com/wp-content/uploads/2017/01/MediQuire-Privacy-Policy.pdf>]), which is hereby incorporated by reference in its entirety.

### **2. COMMUNITY GUIDELINES**

Mediquire’s community, like any community, functions best when its people follow a few simple rules. By accessing and/or using the Site, you hereby agree to comply with these community rules and that:

- You will comply with all applicable laws in your use of the Site and will not use the Site for any unlawful purpose;
- You will not access or use the Site to collect any market research for a competing business;
- 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, invasive of another’s privacy, or promotes violence; 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 impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

- You will not decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Site;
- You will not circumvent, remove, alter, deactivate, degrade, or thwart any of the protections in the Site;
- You will not use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Site, directly or indirectly, except for Internet search engines (e.g., Google) and non-commercial public archives (e.g., archive.org) that comply with our robots.txt file;
- You will not use, frame, or utilize framing techniques to enclose any Mediquire trademark, logo, or other proprietary information (including the images found on the Site, the content of any text, or the layout/design of any page or form contained on a page) without Mediquire's express written consent;
- You will not use meta tags or any other "hidden text" utilizing a Mediquire name, trademark, or product name without Mediquire's express written consent;
- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure;
- You will not interfere with or attempt to interrupt the proper operation of the Site 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 Site through hacking, password or data mining, or any other means; and
- If you find something that violates our Community Guidelines, please let us know, and we'll review it.

We reserve the right, in our sole and absolute discretion, to deny you access to the Site, or any portion of the Site, without notice, and to remove any comments that do not adhere to these guidelines.

### **3. INTELLECTUAL PROPERTY**

The Site contain materials, such as software, text, graphics, images, sound recordings, audiovisual works, and other materials provided by or on behalf of Mediquire (collectively referred to as the "Content"). The Content may be owned by us or by third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use the Content except as permitted under this Agreement. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your permission to access and/or use the Content and the Site automatically terminates and you must immediately destroy any copies you have made of the Content.

The trademarks, service marks, and logos of Mediquire (“Mediquire Trademarks”) used and displayed on the Site are registered and unregistered trademarks or service marks of Mediquire. Other company, product, and service names located on the Site may be trademarks or service marks owned by others (the “Third-Party Trademarks”, and, collectively with the Mediquire Trademarks, the “Trademarks”). Nothing on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of the Mediquire Trademarks inures to our benefit.

Elements of the Site are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including but not limited to the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

#### **4. COMMUNICATIONS WITH US**

Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to all e-mails you send to us, including but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production and marketing of products and services that incorporate such information.

#### **5. NO WARRANTIES/LIMITATION OF LIABILITY**

YOU ACKNOWLEDGE THAT ALTHOUGH THE SITE AND THE CONTENT CONTAINED THEREIN CAN BE USED AS AIDS TO MAKE INFORMED DECISIONS, THE SITE AND THE CONTENT CONTAINED THEREIN ARE SOLELY EDUCATIONAL AND INFORMATIONAL IN NATURE AND ARE NOT MEANT TO BE SUBSTITUTES FOR LEGAL, BUSINESS, OR MEDICAL ADVICE OR EXERCISE OF YOUR OWN JUDGMENT. ANY SUCH DECISIONS OR JUDGMENTS ARE MADE AT YOUR SOLE DISCRETION AND ELECTION.

THE SITE AND THE CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THE SITE OR CONTENT WILL OPERATE ERROR-FREE OR THAT THE SITE, ITS SERVERS, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE AND OUR LICENSORS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE SITE OR THE CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) ANY DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE SITE OR THE CONTENT SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. THEREFORE, SOME OF THE ABOVE LIMITATIONS ON WARRANTIES IN THIS SECTION MAY NOT APPLY TO YOU.

NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

## **6. EXTERNAL SITES**

The Site may contain links to third-party websites (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

## **7. INDEMNIFICATION**

You agree to defend, indemnify, and hold us and our officers, directors, employees, successors, licensees and assigns 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 misuse of the Content, or the Site; and/or (iii) your violation of any third-party right, including without limitation any copyright, trademark, property, or privacy right.

## **8. COMPLIANCE WITH APPLICABLE LAWS**

The Site is based in the United States. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Site, or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

## **9. TERMINATION OF THE AGREEMENT**

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, 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 at any time without prior notice or liability.

## **10. DIGITAL MILLENNIUM COPYRIGHT ACT**

Mediquire respects the intellectual property rights of others and attempts to comply with all relevant laws. We will review all claims of copyright infringement received and remove any Content or user submissions deemed to have been posted or distributed in violation of any such laws.

Our designated agent under the Digital Millennium Copyright Act (the “Act”) for the receipt of any Notification of Claimed Infringement which may be given under that Act is as follows:

Mediquire, Inc.

Klaus Koenigshausen  
333 West 39<sup>th</sup> St, #1101  
New York, NY 10010

If you believe that your work has been copied on the Site in a way that constitutes copyright infringement, please provide our agent with notice in accordance with the requirements of the Act, including (i) a description of the copyrighted work that has been infringed and the specific location on the Site where such work is located; (ii) a description of the location of the original or an authorized copy of the copyrighted work; (iii) your address, telephone number and e-mail address; (iv) 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; (v) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (vi) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

#### **11. BINDING ARBITRATION**

In the event of a dispute arising under or relating to this Agreement or any other products or services provided by us (each, a "Dispute"), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act ("FAA"). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT'S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by the Judicial Arbitration and Mediation Services ("JAMS") pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS' Streamlined Arbitration Rules and Procedures. All applicable JAMS' rules and procedures are available at the JAMS website <http://www.jamsadr.com>. Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. Nothing in this Agreement will prevent Mediquire from seeking injunctive relief in any court of competent jurisdiction as necessary to protect Mediquire's proprietary interests.

#### **12. CLASS ACTION WAIVER**

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE

THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS CUSTOMER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

### **13. MISCELLANEOUS**

This Agreement is governed by the internal substantive laws of the State of New York, without respect to its conflict of laws provisions. If this Agreement is terminated in accordance with the Termination provision above, such termination shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: “Intellectual Property,” “Communications with Us,” “No Warranties; Limitation of Liability,” “Indemnification,” “Termination of the Agreement,” “Binding Arbitration,” “Class Action Waiver,” and “Miscellaneous.”

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

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