

HIPAAcraticRX WEBSITE TERMS OF USE

We thank you for visiting the HIPAAcraticRX LLP Website located at www.hipaacraticrx.com. (“The Website”) These are the Terms of Use which You agree to follow when visiting, accessing or using The Website. If You do not agree to these terms, please immediately refrain from visiting, accessing, viewing or using The Website or any part of it.

BY CONTINUING TO ACCESS AND USE THE WEBSITE YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS OF USE AS MAY BE MODIFIED FROM TIME TO TIME, AS SET FORTH BELOW.

1. GENERAL TERMS

HIPAAcraticRX owns and operates The Website. The purpose of The Website is to provide general information regarding health, healthcare and related topics. Portions of The Website are generally publicly available and may be accessed by any Internet user. Other restricted sections of The Website and certain functionality may only be available to users who are HIPAAcraticRX Members and use their unique Member Name and Password to access or receive certain Website services. You agree that You will not access or attempt to access any portion of The Website that You are not authorized to access, and that You will not permit anyone else to use Your unique Member Name and Password (if you have one) to access any restricted section of The Website if they are not authorized to do so.

2. GENERAL HEALTH INFORMATION

The Website content is provided as a courtesy to You and other Website visitors and is intended to provide general information regarding health, healthcare and other related matters. The content is for educational purposes and may not be relied on for purposes of diagnosis or treatment of any individual or group of individuals. The Website is not an endorsement of any process, product, treatment, therapy, protocol or methodology. Your use of The Website or its content is not intended to and does not create a physician-patient relationship between You and HIPAAcraticRX.

You should always consult Your physician or another appropriate medical professional concerning Your particular health questions and before embarking on any health care activities or regimens.

3. PRIVACY POLICY

HIPAAcraticRX understands that You value Your privacy and respects Your desire to maintain the privacy of Your personal identifying information and/or personal health

information. HIPAAcraticRX does not ask You to provide Your personally identifying information or personal health information as a condition of Your access to The Website or view its contents. However, in order for You to participate in certain online activities, communicate with HIPAAcraticRX, or access restricted areas of The Website, it may be necessary for you to provide some personally identifying information, such as Your name, email address, phone number, password, etc. Under such circumstance, HIPAAcraticRX requests only such personally identifying information as is necessary to provide you with the services or Website access that You request and shares it only with those individuals who need it in order to comply with Your requests. HIPAAcraticRX, its employees, agents or contractors will not use Your personally identifiable information for any other purpose and will not disclose or share it with third parties for any other purpose unless You agree that HIPAAcraticRX may do so or HIPAAcraticRX is compelled to do so by law.

Like many other websites, The Website may use automated technology to collect and aggregate information regarding each user's experience and participation while visiting The Website. This information may be shared with third parties. The information collected and/or shared in this way does not include Your personally identifiable information. The Website may also set a piece of data called a "cookie" on Your computer in order to personalize Your experience with The Website. You are not required to use "cookies" in order to access and use The Website.

If You have any questions regarding this Privacy Policy please contact HIPAAcraticRX as set forth below.

4. WEBSITE CONTENT

All of the information and content displayed on The Website (such as text, graphics, videos, articles, icons, images, data compilations, etc. including their appearance on The Website) is owned by or licensed to HIPAAcraticRX for use on The Website and is protected by United States and international intellectual property laws, including copyright, trademark, trade dress, and intellectual property. You may not copy, use or disseminate the content of The Website, in whole or in part, for any purpose whatsoever, without the prior written consent of HIPAAcraticRX.

HIPAAcraticRX reserves the right, at its sole discretion, to amend, change, alter, enhance, remove, or cease to provide access to The Website or its content at any time, without prior notice.

5. LIMITED LICENSE AND SITE ACCESS

HIPAAcraticRX grants to You a non-exclusive, limited license to access and make personal non-commercial use of the information and contents of the non-restricted portions of The

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This license does not entitle You to any resale or commercial use of The Website or its contents; any derivative use of this Website or its contents; any downloading or copying of information for the benefit of any person other than you; or any use of data mining, robots or similar data gathering and extraction tools, which are expressly forbidden for any purpose whatsoever. You may not reproduce, duplicate, copy, sell or otherwise exploit for any commercial purpose The Website or any portion of its contents or HIPAAcraticRX' trademark, tradaddress, logo or other proprietary information without HIPAAcraticRX' express written consent. This prohibition includes the use of "framing", "metatags," or any application, which make hidden use of the HIPAAcraticRX' Website or its content.

6. HIPAAcraticRX INTERACTIVE SERVICES

The Website may include the HIPAAcraticRX' blog, chat room, email or other interactive services intended to permit HIPAAcraticRX and others to share information and ideas concerning health, healthcare and related areas. ("Interactive Services") Under certain circumstances, The Website may permit You to access and participate in the BEACON HEALTH PARTNER'S Interactive Services. HIPAAcraticRX reserves the right to accept or deny any and all submissions to the Interactive Services.

As a condition for permitting You to participate in the Interactive Services, You agree that:

- a) You shall use The Website for lawful purposes only;
- b) You shall not submit or transmit through The Website any material that violates or infringes in any way upon the rights of others;
- c) You will not use lewd language, threaten physical or personal harm or otherwise engage in objectionable conduct while communicating with others;
- d) You will not post your personally identifiable information or personal health information on The Website.

You agree that HIPAAcraticRX has the right to reject or remove submissions that HIPAAcraticRX, in its sole discretion, believes is lewd, threatening, inappropriate, objectionable or that do not reflect the content, style and professionalism that BEACON HEALTH PARTNER seeks to represent. By submitting any messages, suggestions, materials, photos, works of art or authorship, ideas, or concepts to The Website, You represent and warrant that You have the right to and thereby assign a non-exclusive, unlimited license to HIPAAcraticRX to publish, republish, use, disseminate, develop, modify, prepare derivative works or otherwise use the submission for any purpose whatsoever. You agree that You shall indemnify HIPAAcraticRX (including, but not limited to, its owners, employees, officers and agents) for all third-party claims, including reasonable attorney's fees, resulting from your use of The Website.

Notwithstanding the foregoing, You understand and agree that HIPAAcraticRX' role in connection with the Interactive Services is as an Internet Service Provider and that HIPAAcraticRX is not and will not be liable for any posted comment or submission or response thereto that is authored or submitted by anyone other than HIPAAcraticRX.

7. THIRD-PARTY LINKS

The Website may contain links to third-party Websites. Such other Websites are not owned, operated or controlled by HIPAAcraticRX. You agree that HIPAAcraticRX is not responsible for the content or functionality contained on any such third-party Website and that You waive any and all claims against HIPAAcraticRX as to any loss incurred as the result of Your access or use of such third-party Website.

8. DISCLAIMERS

HIPAAcraticRX uses reasonable efforts to ensure the accuracy, correctness and reliability of the content of The Website. However, HIPAAcraticRX cannot and does not make any representations or warranties as to The Website content's accuracy, correctness or reliability and You may not rely on any statement, express or implied, to the contrary. HIPAAcraticRX will not knowingly promote or display inaccurate, incorrect, or unreliable Website content. If HIPAAcraticRX is provided with actual knowledge that The Website content contains incorrect or unreliable facts, HIPAAcraticRX will take reasonable steps to correct or remove same within a reasonable time after receiving actual notice of its inaccuracy.

THIS WEBSITE AND ITS CONTENT, AS WELL AS ANY AND ALL INFORMATION AND SERVICES ASSOCIATED THEREWITH ARE PROVIDED "AS IS." HIPAAcraticRX EXCLUDES AND DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE. HIPAAcraticRX IS NOT LIABLE FOR DAMAGES OF ANY KIND ARISING FROM THE USE OF THE WEBSITE, ITS CONTENTS AND/OR ANY DATA, INFORMATION OR SERVICES PROVIDED IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES. THE FUNCTIONS EMBEDDED IN, OR THE MATERIALS AND CONDUCT AVAILABLE AT THE WEBSITE ARE NOT WARRANTED TO BE UNINTERRUPTED OR WITHOUT ERROR. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, NEITHER HIPAAcraticRX NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS ARE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, LOST PROFITS, DIRECT, INDIRECT, COMPENSATORY, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES) ARISING OUT OF

YOUR USE OF, OR INABILITY TO USE, OR THE PERFORMANCE OF THIS WEBSITE, ITS CONTENT AND/OR SERVICES PROVIDED IN CONNECTION THEREWITH, AND/OR YOUR RELIANCE ON INFORMATION ON THE WEBSITE. THE FOREGOING EXCLUSION OF LOSSES AND DAMAGES SHALL APPLY REGARDLESS OF THE BASIS OF THE CLAIM, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, (INCLUDING NEGLIGENCE OR MALPRACTICE) PRODUCT LIABILITY OR OTHERWISE. WHETHER OR NOT HIPAAcraticRX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.

HIPAAcraticRX HEREBY DISCLAIMS ANY AND ALL LIABILITY OF ANY TYPE OR DESCRIPTION FOR ANY MEDICAL DECISION, ACTION OR INACTION THAT YOU TAKE OR REFRAIN FROM TAKING BASED ON THE INFORMATION OR CONTENT OF THE WEBSITE. THE WEBSITE PROVIDES GENERAL HEALTH, HEALTHCARE AND RELATED INFORMATION ONLY. IF YOU HAVE ANY QUESTION REGARDING YOUR HEALTH OR SUSPECT THAT YOU HAVE A MEDICAL CONDITION YOU SHOULD SEEK INDIVIDUAL CONSULTATION WITH A QUALIFIED PHYSICIAN OR OTHER MEDICAL PROFESSIONAL.

9. SECURITY

HIPAAcraticRX has taken reasonable steps to ensure the security of this Website in order to avoid the loss, misuse or alteration of the information or data that it controls. These steps include both limiting the nature of the information that it will collect through The Website and enabling appropriate technological protection for the data that it does maintain.

However, You are in the best position to protect Your information and data. Please take appropriate steps to ensure that Your information is safe. Please do not post or publicly share Your private information (personally identifiable information or personal health information) on the HIPAAcraticRX Website. If You choose to share Your private information, do so only with individuals or entities that have a legitimate purpose for needing the information and only to the extent necessary. It is recommended that You explore and implement practices and technology that may protect Your private information that may reside on Your personal computer, in Your cloud based or other shared resource accounts, and/or while that information is in transit.

10. REFUND POLICY

No refunds without Management Approval.

11. CONTACT INFORMATION

If You have any questions regarding HIPAAcraticRX, The Website, these Terms of Use or any modification thereof, you may reach HIPAAcraticRX as follows:

HIPAAcraticRX LLP
20 Hempstead Turnpike
Farmingdale, NY 11735
(516) 200-6610
Email: info@hipaacraticrx.com

12. CHANGES TO THESE TERMS OF USE

HIPAAcraticRX reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Terms of Use at any time. You should periodically check for changes to the Terms of Use. Your continued use of The Website following the posting of changes to the Terms of Use means you accept those changes. Please e-mail any questions regarding the Terms of Use using the "Contact Information" set forth above.

13. MISCELLANEOUS PROVISIONS.

(a) Choice of Law: These Terms of Use shall be interpreted under the principles of and pursuant to the laws of the State of New York except to the extent that New York's conflicts of law would lead to the application of any other law.

(b) Exclusive Jurisdiction: The sole and exclusive jurisdiction of any claim arising from in connection with or in any way related to the Terms of Use or The Website, shall be in the State of New York. The sole and exclusive forum for any dispute arising from, in connection with or in any way related to the Terms of Use or The Website shall be in the United States District Court in and for the Eastern District of New York or, if no jurisdiction exists thereat, then in Supreme Court of the State of New York, Nassau County or such other state courts in Nassau County that may exercise jurisdiction over the matter.

(c) Enforceability: If for any reason a court of competent jurisdiction finds any provision or portion thereof to be unenforceable, the remainder of the terms of the Terms of Use shall continue in full force and effect.

(d) Entire Agreement: Unless otherwise noted in a written agreement, duly executed by and between HIPAAcraticRX and You, these Terms of Use, represent the entire agreement between the parties with respect to Your access and use of The Website and services in connection therewith. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the matters discussed herein, unless otherwise expressly noted in writing.

(e) Non-waiver: Any waiver of any provision of this Terms of Use will be effective only if in writing and signed by HIPAAcraticRX. The failure by HIPAAcraticRX to enforce any provision of these Terms of Use or portions thereof does not act as a waiver or estop HIPAAcraticRX from enforcement of the remaining terms.