



# Medicine in Practice, Inc. Terms and Conditions of Service

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Version 2.0

## Introduction

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Medicine In Practice's relationship with you in relation to this website.

The term 'Medicine In Practice' or 'Compliance Time' or 'Transparent Author' or 'us' or 'we' refers to the owner of the website whose registered office is at 240 Market Street, Suite 107, Bloomsburg, PA 17815. The term 'you' refers to the user or viewer of our website to include both the individual and the business entity.

The following describes the Terms on which Medicine In Practice, Inc. ("**MIP**"), offers you access to our websites, platform and services. Please read these "Terms of Service" ("**TOS**") carefully before using any of the services offered by MIP. This agreement sets forth legally binding terms and conditions for your use of the website and any other features, API's, content or other applications offered from time to time by MIP. These terms also govern the use of the web services and any user submissions, ideas, suggestions, documents, proposals, videos, audio clips, blogs, blog comments, profiles, information, data, text, photographs, likenesses, graphics, software, interactive features and other information generated, provided or otherwise made accessible, presented by, uploaded to or downloaded from the websites offered by MIP a Pennsylvania corporation (collectively referred to as "**Content**"). The MIP websites, tutorials, databases, widgets and applications are collectively referred to as "**Services**"

Your access to, and use of the Services or Content is conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these TOS. These TOS includes the MIP Privacy Policy.



## Basic Information

You are responsible for your use of the MIP Services, use of the tutorials and any Content that you submit to the Services and for any consequences of that use. Sections of MIP may include a public forum (such as blogs, FAQ's, etc.) and any Content that you submit may be viewed by others. Under no circumstances will MIP be responsible for the use of Content by a third party.

MIP retains global, *non-exclusive* perpetual, irrevocable, royalty-free rights to publicity, database, store, distribute, commercialize and exploit the copyright, or otherwise reproduce any Content submitted. This is required in order for the MIP services to use and display the Content. As noted in the Privacy Policy, MIP will make a "good faith effort" to maintain the privacy of Content which is not intended for general display."

MIP reserves the right to update these TOS periodically. As it does, it shall label these TOS with the date of most recent update. MIP is under no obligation to provide additional notification of changes. In other words, it is your responsibility to read these TOS and abide by the information contained herein.

You have the right to deactivate your account within 7-days of an update to these TOS. If you maintain your active account beyond this time, it will be taken as acceptance to the updated TOS.

## Qualifications for Use

In order to qualify for use of the Services, you must meet the following criteria and represent and warrant that you: 1) are eligible to be bound by a legal contract. In most regions, this means you must be at least 18 years old or an emancipated minor, 2) are not currently restricted from using the MIP services, or otherwise prohibited from having an MIP account, 3) are not a competitor of MIP or are not using the MIP services for reasons that are in competition with MIP, 4) have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party, 5) will not violate any rights of MIP, including intellectual property rights such as copyright or trademark rights, and 6) agree to provide at your cost all equipment, software, and internet access necessary to use the MIP services.

## Modifications to the Services

MIP' Services are subject to change without notice. Features may be added or removed at any time.

## Content

MIP cannot control Content posted to the Services. MIP is under no obligation to verify the accuracy or appropriateness of any Content posted by users. By accepting these TOS, you accept any and all risks associated with the use of said Content. Under no circumstances may MIP be held liable for content.

The content of the pages of this website is for your general information and use only. It is subject to change without notice. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

If content is submitted and MIP is contacted with proof of copyright or other legal violations, MIP will attempt to remove offending content within a "reasonable time." It is the responsibility of the copyright holder to bring any such violations to the attention of MIP.

You retain any legal rights you hold covering Content you submit to the Services. However, in consideration for the use of MIP' Services, you grant worldwide, non-exclusive, royalty-free usage rights, including the right to sub-license, to MIP. This gives MIP the right to reproduce and use the submitted Content in any manner for any purpose at no cost.

By submitting Content to the Services, you represent and warrant that you have the right to grant the rights described herein.

When you "delete" Content, you acknowledge that others may have made copies of this Content and that it may persist on MIP *or elsewhere*. MIP is under no obligation to remove this Content.

In uploading or submitting any Content to MIP, you agree to be bound by the terms of MIP Submission Policy. You also agree to that any Content:

- (a) Shall not be fraudulent;
- (b) Shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- (c) Shall not violate any law, statute, ordinance or regulation;
- (d) Shall not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- (e) Shall not be obscene or contain, pornography, child pornography or photographs of unclothed person(s);
- (f) Shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;



- (g) Shall not create liability for MIP or cause MIP to lose (in whole or in part) the services of our ISPs or other suppliers;
- (h) Shall not link directly or indirectly to any materials to which you do not have a right to link to or include.

## **Registration**

You may browse the MIP websites and view select Content without registering, but as a condition to using certain aspect of the MIP services, including tutorials, you may be required to register with MIP and select a password and username. You shall provide MIP with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of the Terms of Service, which may result in immediate termination of your MIP rights and privileges. You shall not 1) select or use as a username a name of another person with the intent to impersonate that person, 2) use as a username a name subject to any rights of a person other than you without appropriate authorization, or 3) use as a username a name that is otherwise offensive, vulgar or obscene. MIP reserves the right to refuse registration of, or cancel a username in its sole discretion. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your MIP password. You shall never use another user's account without such other user's express permission. You will immediately notify MIP in writing of any unauthorized use of your account, or other account related security breach of which you are aware.

You agree that tutorials and services provided are for the sole and exclusive use of the registered user and shall not be used or viewed by any individual or entity which has not registered with MIP and paid the appropriate fees or received express permission from MIP to use its services.

## **Fees and Payment**

MIP reserves the right to require payment of fees for certain features of the MIP services. Should you elect to subscribe/purchase such features, you shall pay all applicable fees, as described on the MIP site in connection with such features. MIP reserves the right to change its price list and to institute new charges at any time, which may be sent by email or posted on the website. Use of the MIP fee services by you following such notification constitutes your acceptance of any new or increased charges.

Fees charged by MIP will be processed by a secure commercial third party vendor. MIP will not have any access to or store any user's financial payment information.



## **Privacy**

MIP will not knowingly release your personal information to third parties. However, by using select Services, you are permitting MIP to display your username and information which you may provide as Content.

MIP will not knowingly release the following information:

- Physical mailing address.

- Email address or other personally identifying information.

Users who utilize the tutorial features of MIP's site, including Compliance Time agree to allow MIP to collect and use certain metadata based on the use of MIP's services. Additionally, select information may be released to the supervisory officials of user regarding MIP's services.

Users should carefully read our full Privacy Policy before deciding to become a User as it is hereby incorporated in this Agreement by reference, and governs our treatment of any information, including personally identifiable information you submit to us.

## **Content License and Copyright**

User agrees that the MIP services contains Content specifically provided by MIP or its partners and that such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the MIP services and websites. User agrees to abide by all restrictions and rules of conduct as set forth in this Terms of Service agreement. User is prohibited from use, reproduction, modification, distribution or storage of any of the Content for commercial use or in violation of this Terms of Service agreement.

No rights or licenses are granted except as expressly and unambiguously set forth herein.

Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence.

From time to time this website, and its reference materials may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

You may not create a link to this website from another website or document without Medicine In Practice's prior written consent.

## Restrictions

Users are prohibited from the following acts:

- Commercial redistribution: No direct commercial re-use (e.g., downloading, posting of a file or training session, printing to sell or distribute to any unauthorized user) of any MIP content is permitted without prior, express written permission of MIP.
- Removal of copyright or trademark notices. Users agree not to remove, cover, overlay, obscure, block, or change any copyright or trademark notices, legends, or terms of use.
- Modification: Users shall not modify or create a derivative work of any MIP content without the prior written permission of MIP.
- IP Addresses: User affirms that all Internet Protocol ("IP") addresses and/or user names and passwords provided for use of MIP services and content are controlled by the User exclusively for Internet Access by authorized users.
- Abuse: If User becomes aware of unauthorized access to MIP through any means, it will notify MIP immediately and cooperate in locating and stopping the specific individuals who are abusing the service. If the specific abuser(s) cannot be identified or stopped, MIP has the right to withhold, suspend, or terminate access to any or all MIP content or services, without liability.

## Termination and Revocation of use privileges

MIP reserves the right to disable or otherwise revoke the usage privileges of any user for any reason, without notice. Revocation will *typically* be used in cases where we suspect the user of abusing the system. Examples of abuse include, but are not limited to: sharing of tutorials, providing false registration information, providing fraudulent payment for services, sending abusive messages, posting "inappropriate" material, sending or posting unwanted messages (so-called "spam"), uploading copyrighted material not owned by the user, or otherwise violating the laws of the United States of America.

All provisions of the Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

**In no case will MIP be held liable for any losses due to the revocation of an account or user privileges.**



## Digital Millennium Copyright Act Compliance

MIP complies with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512). If you have any complaints or objections to material posted on the MIP websites please contact our Designated Agent at the following address:

Tim Bacon  
240 Market Street, Suite 107  
Bloomsburg, PA 17815

## Services are provide as-is / Warranty disclaimer

MIP has no special relationship with or fiduciary duty to user. User acknowledges that MIP has no control over, and no duty to take any action regarding: which users gain access to the Services; what Content users access via the Services; what effect the Content may have on users; how users may interpret or use the Content; or what actions users may take as a result of having been exposed to the Content. User agrees to release MIP from all liability for user having acquired or not acquired Content through our Services. The Services may contain, or direct user to websites containing, information that some people may find offensive, inaccurate or inappropriate. MIP makes no representations concerning any Content contained in or accessed through the Services, and MIP will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site or Services.

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND MIP HEREBY DISCLAIMS ALL (AND HAS NOT AUTHORIZED ANYONE TO MAKE ANY) WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, MIP, AND ITS DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (A) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISKS.

Some states and jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.



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## **Limitation of liability**

IN NO EVENT SHALL MIP, NOR ITS DIRECTORS, OFFICERS, OWNERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES AND/OR ANY OTHER SUBJECT MATTER OF THESE TERMS OF SERVICE; (A) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, RIGHTS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, (B) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), (C) FOR ANY DIRECT DAMAGES, (D) FOR ANY MATTER BEYOND MIP'S REASONABLE CONTROL, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **Indemnification**

You shall defend, indemnify, and hold harmless MIP, its affiliates, directors, shareholders, owners, employees, contractors, suppliers, and representatives from all liabilities, claims and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to , the Site, Service, Content, or otherwise from your User Submissions, violation of the Terms of Service, or infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. MIP reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with MIP in asserting any available defenses.





## **Jurisdiction / governing law**

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, U.S.A., WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES WHICH MAY DIRECT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. Users hereby consent to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania and the County of Columbia and expressly waive any objections or defense based upon lack of personal jurisdiction or venue. The prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with any action or proceeding involving MIP, arising out of or relating to this Agreement. Notwithstanding the above, you agree that MIP shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

## **Entire agreement**

The Terms of Service (in conjunction with the referenced materials of MIP Privacy Policy and Terms of Submissions) are the entire agreement between you and MIP with respect to the Service and use of the Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and MIP with respect to the Site and/or Service. If any provision of the Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Service will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

## **Miscellaneous**

MIP shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond MIP's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). The Terms of Service are personal to you, and are not assignable, transferable or sub-licensable by you except with MIP's prior written consent. MIP may assign, transfer or delegate any of its rights and obligations hereunder without consent. Not agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Service and neither party has any authority of any kind to bind the other in any respect.

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