



Medicine in Practice, Inc. Terms and Conditions of Service

1. 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 'ComplianceTime' or 'Transparent Author' or 'us' or 'we' refers to the owner of the website whose registered office is 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 websites 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.

2. BASIC INFORMATION

You are responsible for your use of the MIP Services and any Content that you submit to the Services and for any consequences of that use. Sections of MIP may include a public forum 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.

3. 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.

4. MODIFICATIONS TO THE SERVICES

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

5. SUBSCRIBER WARRANTIES, RIGHTS, REPRESENTATIONS, RESTRICTIONS, AND OBLIGATIONS.

Subject to these Terms of Service, Subscriber will be granted a limited, non-exclusive, revocable, non-transferable, and non-sublicenseable right to access that portion of the Subscription Website applicable to the Subscription type. By agreeing to grant such access, the Company does not obligate itself to maintain the Website, or to maintain it in its present form. The Company may upgrade, modify, change or enhance the Services and convert a Subscriber to a new version thereof at any time in its sole discretion, to the extent that this is not detrimental to Subscriber's use of the Services and on reasonable prior notice to Subscriber (unless the change is of critical business importance or outside the Company's control, in which case the Company will explain the reason for the changes as soon as is reasonably practicable).

Subscriber agrees to abide by any rules or regulations that the Company publishes with respect to conduct of Subscribers and other users of the Website, which rules and regulations are hereby incorporated into these Terms of Service by this reference. The Company reserves the right to deny a Subscriber and/or an Authorized End User access to the Subscription Website if, in the Company's sole discretion, Subscriber and/or Authorized End User has failed to abide by these Terms of Service or appear likely to do so.



Subscriber accepts that the Company in its sole discretion may, but has no obligation to, monitor the Services or any portion thereof, and/or to oversee compliance with these Terms of Service.

Subscriber promises, acknowledges, and agrees on behalf of itself and its Authorized End Users (in the case of Multi-User Subscriptions) that:

- Access privileges may not be transferred to any third-parties;
- It will not access, store, distribute or transmit any Viruses;
- It will comply with all applicable laws and regulations with respect to use of the Services;
- It will not rent, lease, sublicense, re-sell, distribute, transfer, copy or modify the Services or any component thereof;
- It will not translate, decompile, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code made available hereunder;
- It will not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit the Services or any portion thereof;
- It will not delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website or contained in the Services;
- It is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment, network connections, and telecommunication links, necessary to access and use the Services;
- It will not use the Services in any manner, or in connection with any content, data, hardware, software or other materials that infringes upon or violates any patent, copyright, trade secret, trademark, or other intellectual property right of any third party, or that constitutes a defamation, libel, invasion of privacy, or violation of any right of publicity or other third party right, or that is threatening, harassing or malicious.

If you are a Multi-User Subscriber, you promise to obtain any and all consents required by law, including, but not limited to, (i) consent to transfer personally identifiable information of your Authorized End Users, and your representatives, to the United States, if applicable, (ii) consent to compile reports as to usage of the Services by your Authorized End Users and provide such reports to either party, and (iii) any other consents that may be required in order for us to provide the Services to you and your Authorized End Users. You promise to obtain necessary consents from all relevant bodies including Work Councils, from your Authorized End Users, from the parents or legal guardians of your Authorized End Users (where necessary), and from other applicable individuals.

6. AVAILABILITY OF WEBSITE.

Subscriber recognizes that the traffic of data through the Internet may cause delays during the download of information from the Website and accordingly, it shall not hold the Company liable for delays that are ordinary in the course of Internet use. Subscriber further acknowledges and accepts that the Website will not be available on a continual twenty-four hour basis due to such delays, or delays caused by the Company's upgrading, modification, or standard maintenance of the Website.



7. INTELLECTUAL PROPERTY RIGHTS.

The Services are owned by the Company, its licensors or other providers of such material, and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

No right, title or interest in or to the Services or any portion thereof, is transferred to any Subscriber or Authorized End User, and all rights not expressly granted herein, are reserved by the Company.

The Company name, the Company logo, and all related names, logos, product and service names, designs and slogans, are trademarks of the Company or its affiliates or licensors. Subscriber may not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

8. COMPANY OBLIGATIONS.

The Company will use commercially reasonable efforts to enable the Services to be accessible, except for scheduled maintenance and required repairs, and except for any interruption due to causes beyond the reasonable control of, or not reasonably foreseeable by the Company, including, but not limited to, any Force Majeure Event (as defined below). The foregoing undertaking shall not apply to the extent of any non-conformance caused by use of the Services contrary to the Company's instructions, or modification or alteration of the Services by any party other than the Company. If the Services are in non-conformance with the foregoing undertaking, the Company will, at its expense, use all reasonable commercial endeavors to correct any such non-conformance promptly, or provide Subscriber with an alternative means of accomplishing the desired performance

9. FEES AND PAYMENT.

Subscription Fee. Subscriber agrees to pay the appropriate fee corresponding to the particular Services that it wishes to access for the applicable Subscription Term ("**Subscription Fee**"). The Company reserves the right to change the Subscription Fee with respect to a Renewal Term with prior written notification. Unless otherwise expressly stated, all fees are non-cancellable and non-refundable.

No Fee Trial. If Subscriber cancels a No Fee Trial before it expires, Subscriber's credit/debit card will not be charged. If Subscriber does not cancel before expiration of the No Fee Trial, Subscriber will automatically be enrolled in the appropriate membership (depending on Subscriber's No Fee Trial sign-up choice), and Subscriber's credit/debit card will be billed accordingly.

Gift Subscription. If Subscriber receives a Gift Subscription, Subscriber shall not be required to provide the Subscriber's billing information.

Payment Details. Recurring charges are billed in advance of service. Subscriber agrees to provide the Company with valid, up-to-date and complete debit/credit card, contact and billing details. Subscriber



further authorizes the Company to bill such debit/credit card on the Effective Date (and corresponding Renewal Dates, if appropriate) for the Subscription Fee due for the Subscription Term (and Renewal Term). If, for any reason, Subscriber's credit/debit card company refuses to pay the amount billed for the Services, Subscriber agrees that Company may, at its option, suspend or terminate Subscriber's subscription to the Services and require Subscriber to pay the overdue amount by other means acceptable to the Company. Company may charge a fee for reinstatement of suspended or terminated accounts. Subscriber agrees that until its subscription to the Services is properly terminated, it will continue to accrue charges for which it remains responsible, even if it does not use the Services. In the event legal action is necessary to collect on balances due, Subscriber agrees to reimburse the Company for all expenses incurred to recover sums due, including attorney fees and other legal expenses. Unless otherwise expressly stated, all fees are stated in United States dollars.

Taxes. Subscriber is responsible for all applicable sales, use, transfer or other taxes and all duties, whether international, national, state, or local, however designated, which are levied or imposed by reason of the transaction contemplated hereby, excluding, however, income taxes on profits which may be levied against the Company.

10. TERM AND TERMINATION.

Term.

General Subscription. Subscriber may subscribe to the Services for the applicable term of the specific Subscription commencing on the Effective Date ("**Initial Term**"). Thereafter, the Subscription will renew automatically on the corresponding anniversary date ("**Renewal Date**") of the Effective Date (each a "**Renewal Term**", and collectively with the Initial Term, the "**Subscription Term**"), until Subscriber notifies Company of its intention not to renew prior to the end of the then-current term.

No Fee Trial Subscription. Subscriber may cancel a No Fee Trial at any time before it expires by following the relevant instructions. Continuance of the Subscription beyond the expiration of the No Fee Trial will incur the relevant fee.

Termination. The Company reserves the right to terminate or suspend access to all or any portion of the Services for violation or suspected violation of these Terms of Service.

Effect of Termination. Subscriber will have no further rights to access the Subscription Website. Termination will not affect the rights or liabilities of either party that accrued prior to termination.

Individual Subscription Termination (applicable only to residents of a member country within the European Union). If you are an Individual Subscriber who is a resident of a European Union member country, then in addition to any other rights under these Terms of Service, you may cancel any Subscription for any reason during the fourteen (14) day period from the Effective Date by sending written notice to the Company at privacy@medicineinpractice.com. If you do so, and with respect to any paying Subscription, Company may, but is not obligated to, charge you a proportionate amount of the Subscription Fee for the part of the Subscription that you have used.



11. CONFIDENTIALITY.

Subscriber agrees to maintain the confidentiality of the Company's Confidential Information. For the purposes of these Terms of Service, the term "Confidential Information" means all portions of the Services, including but not limited to, the Subscription Website.

12. THIRD PARTY LINKS OR INFORMATION.

This Website may contain links to other websites that are not operated by or related to Company. Company is not responsible for the content, accuracy or opinions expressed in such third party websites, and does not investigate, monitor, or check these websites for accuracy or completeness. The inclusion of any linked website on this Website does not imply approval or endorsement of the linked website by Company. A Subscriber that leaves this Website to access these third-party sites does so at its own risk.

13. DISCLAIMERS OF STATEMENTS/WARRANTIES.

SUBSCRIBER'S USE OF THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES IS AT ITS OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY STATEMENTS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY STATEMENT, WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY PROMISES THAT THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR ANY PORTION THEREOF, WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET SUBSCRIBER'S NEEDS OR EXPECTATIONS. COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. NO VERBAL OR WRITTEN REPRESENTATIONS, INFORMATION OR ADVICE GIVEN BY COMPANY OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

14. LIMITATION OF LIABILITY.

COMPANY DOES NOT IN ANY WAY EXCLUDE ITS LIABILITY FOR ANY MATTER FOR WHICH IT WOULD BE ILLEGAL FOR COMPANY TO EXCLUDE OR ATTEMPT TO EXCLUDE ITS LIABILITY.

14 (B) APPLIES TO INDIVIDUAL AND MULTI-USER SUBSCRIBERS:

IN NO EVENT SHALL COMPANY, ITS LICENSORS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, LOSS OF DATA, OR LOSS OF PROFITS, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICES OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, SUBSCRIBER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY, IF ANY, FOR ANY CLAIMS ARISING OUT OF THESE TERMS OF SERVICE, SHALL BE LIMITED TO THE LESSER OF (I) THE AMOUNT PAID BY SUBSCRIBER TO COMPANY IN SUBSCRIPTION FEES DURING THE TWO (2) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM OR ACTION AROSE OR (II) TWO HUNDRED DOLLARS (\$200), REGARDLESS OF WHETHER THE CLAIM OR ACTION IS BASED ON CONTRACT, TORT, WARRANTY, INDEMNIFICATION OR OTHERWISE. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. SUBSCRIBER WILL BE RESPONSIBLE FOR ALL CLAIMS AND DAMAGES RESULTING FROM THE MISUSE OF THE SERVICES BY SUBSCRIBER AND/OR ITS AUTHORIZED END USERS.

14 (C) APPLIES TO INDIVIDUAL SUBSCRIBER RESIDENTS OF A EUROPEAN UNION MEMBER COUNTRY:

IN NO EVENT WILL COMPANY, ITS LICENSORS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL LOSSES (WHERE CONSEQUENTIAL LOSSES MEANS LOSS ARISING AS A SIDE EFFECT OF THE MAIN LOSS), WHICH ARE NOT A REASONABLY FORESEEABLE CONSEQUENCE OF SUCH MAIN LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO (I) LOSS OF INCOME OR REVENUE; (II) LOSS OF BUSINESS; (III) LOSS OF PROFITS; (IV) LOSS OF ANTICIPATED SAVINGS; OR (V) LOSS OF DATA.

15. INDEMNITY.

Subscriber agrees to compensate and defend fully Company, its officers, employees, agents, successors and assigns, from and against any damages, losses, and expenses (including reasonable attorneys' fees) resulting from any third-party claim, action or demand arising out of any breach by Subscriber of any representation, warranty, covenant, obligation or duty of Subscriber under this Agreement.

16. SURVIVAL.

All provisions relating to proprietary rights, payment of fees, confidentiality, disclaimer of warranty, indemnification, and limitation of liability, shall survive the expiration or earlier termination of these Terms of Service.

17. PRIVACY

MIP will not knowingly release your personal information to third parties. However, by using select Services, such as the blog posts, 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 ComplianceTime, 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. Please note that certain information, statements, data and content (such as photographs) which you may submit to MIP, are likely to reveal your gender, ethnic origin, nationality, age and/or other personal information about you. You acknowledge that your submission of any information, statements, data, and content to us is voluntary on your part.

18. 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

19. CHANGES.

Except, for any provisions determining the primary contractual obligations of Subscriber and Company hereunder, Company has the right to revise and amend these Terms of Service from time to time to reflect changes in business needs including, but not limited to, changes in features and functionality, changes in market conditions, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in system capabilities. Changes are effective immediately upon posting and Subscriber's continued use of any of the Services following the posting of revised Terms of Service means that Subscriber accepts and agrees to the changes, to the extent permitted by applicable laws.



20. ASSIGNMENT.

Subscriber may not transfer these Terms of Service, in whole or in part. Company may transfer these Terms of Service and/or subcontract some or all of its obligations hereunder at any time.

21. INJUNCTIONS.

Subscriber acknowledges that a breach of any confidentiality or proprietary rights provision of these Terms of Service may cause Company irreparable damage, for which the award of damages would not be adequate compensation. Consequently, Company may seek an injunction to prevent Subscriber from taking any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and Company may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which Company may be entitled at law or in equity.

22. 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.

23. SEVERABILITY.

If any provision of these Terms of Service are held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Service will remain in full force and effect.

24. WAIVER AND AMENDMENT.

If Company fails to insist upon strict performance of Subscriber's obligations under any of these terms and conditions, or if Company fails to exercise any of the rights or remedies to which it is entitled under these Terms of Service, this will not constitute a waiver of such rights or remedies and will not relieve Subscriber from compliance with such obligations. No waiver by Company of any default will constitute a waiver of any subsequent default, and no waiver by Company of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to Subscriber in writing.

25. GEOGRAPHIC RESTRICTIONS.

Software, functionality, and/or features (collectively, “**Service Functionality**”), that may be available on or through Website from time-to-time, is subject to United States Export Controls. No Service Functionality from the Website may be downloaded or exported (a) into (or to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country which the United States has embargoed goods; or (b) anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By downloading or using any Service Functionality, Subscriber represents and warrants that it (and its Authorized End Users, where applicable) are not located in, under the control of, or a national or resident of any such country or on any such list. Although the Website may be accessible worldwide, Company makes no representation that materials on the Website are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal, is prohibited. Those who choose to access the Website from other locations do so at their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with the Services is void where prohibited.

26. COMPLETE UNDERSTANDING.

These Terms of Service, together with the Website Policy and the Privacy Policy, constitute the sole and entire agreement between Subscriber and Company with respect to the Services and supersedes all prior and contemporaneous understandings, agreements, representations, warranties or terms and conditions, both written and oral, with respect to the Services.

28. 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.

Effective Date: June 1, 2015
Updated on: October 24, 2016