

Patient 360

Terms of Use Agreement

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Patient 360 is based in Dayton, Ohio, in the United States of America with offices in Dayton. Patient 360 makes no claims that the Content is appropriate or may be downloaded outside of the United States. Patient 360 is intended for use strictly within the United States, we make no guarantees for access outside of the United States and hold a right of refusal to any inquiries made outside of the United States. Access to the Content may not be legal by certain persons or in certain countries; as Patient 360 may deny access and find such use to be invalid at their own discretion. The use of Patient 360's services outside of the United States may lead to the permanent termination of access. If you access the Site from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

1. **NO MEDICAL ADVICE**

THE SITE PROVIDES NO MEDICAL ADVICE OF ANY KIND WHATSOEVER. By using the Site, you acknowledge and agree that Patient 360 is not providing you with any medical advice or with any advice regarding physician choice. The Content of the Site, including, but not limited to, text, graphics, images, or other information in any form, from any source, or of any kind is provided for informational purposes only. The Content is not, nor is it ever intended to be, a substitute for professional medical advice or professional recommendations, diagnosis, or treatment. Always seek the advice of your physician(s) or other qualified healthcare provider(s) with any questions you may have regarding a medical condition. **DO NOT DISREGARD PROFESSIONAL MEDICAL ADVICE BECAUSE OF ANYTHING YOU READ ON THE SITE. DO NOT DELAY SEEKING PROFESSIONAL ATTENTION OR ADVICE BECAUSE OF ANYTHING YOU READ ON THE SITE.**

2. **PATIENT 360's INFORMATION**

Patient 360 may provide factual information regarding education, background, residencies, fellowships and positions held has been obtained from publicly-available sources. Patient 360 makes no independent statements of fact concerning such information, other than the general statement that the factual information reported on the Site reflects the factual information in various databases or databanks of publicly-available information in the various states. If you are interested in discovering additional information on any doctor, check your state's web-site for the availability of access to doctor information. Patient 360 does not, and will not, recommend or endorse any specific physicians, products, procedures, opinions, or other information that may be mentioned on the Site. Patient 360 is not a referral service. Patient 360 provides selected information about certain physicians. We cannot and do not offer advice regarding the quality or skill of any particular physician for any specific treatments or health conditions. You should obtain all additional information necessary to make an informed decision prior to using any physician. The information on the Site is something you may wish to consider, but there are numerous factors to consider. Reliance on any information provided by Patient 360, Patient 360 employees, or others appearing on the Site is completely and solely at your own risk.

You agree that you assume all responsibility in connection with choosing any physician, whether or not you obtained information about such physician on or through the Site. We assume no responsibility or liability for any advice, treatment or other services rendered by any physician, or for any malpractice claims and/or other claims that may arise directly or indirectly from any such advice, treatment or other services.

3. DATA SECURITY

We use a combination of technical, administrative, and physical controls to maintain the security of your personal information. Your Patient 360 Account Information is password-protected for your privacy and security. In the event of a data breach, we will notify you in accordance with applicable laws.

4. CHILDREN'S PRIVACY

Our services are not intended for children under the age of 13. We do not knowingly collect personal information from children under 13 without parental consent. If we learn that we have collected personal information from a child under 13 without verification of parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us at info@patientreach360.com.

5. DATA TRANSFERS

We may transfer your personal information to states outside your jurisdiction. These transfers are made in accordance with applicable data protection laws to ensure your information remains protected. By using the Site, you consent to the transfer of your information to states outside of your state of residence, which may have different data protection rules than your state. Additionally, we may transfer your personal information to other companies and persons that may be working with us to provide the products and services you are signing up for. These entities are obligated to protect your personal information in accordance with policies and applicable data protection laws.

6. USER RIGHTS

You have the right to access, correct, delete, and object to the processing of your personal information. To exercise these rights, please contact us at info@patientreach360.com. We will respond to your request within a reasonable timeframe in accordance with applicable laws.

7. COOKIES AND TRACKING TECHNOLOGIES

Patient 360 uses "cookies." A cookie is a small piece of data that is sent to your browser from the site you are visiting and stored on your computer's hard drive. Cookies do not harm your computer, nor do they access information stored on your computer. Patient 360 allows some of its partners to set and access their cookies on your computer. Their use of cookies is subject to their own privacy policies, not this one. Neither our partners nor any other companies have access to Patient 360's cookies. If you prefer, you can turn off cookies in your web browser by changing its security settings. You can manage or disable cookies through your browser settings. Each browser is different, so check the "Help" menu of your browser to learn how to change your cookie preferences.

8. THIRD PARTY LINKS

Our Site may contain links to external websites not operated by us. These links are provided for your convenience only and are not endorsed or supported by us. We are not responsible for the privacy practices or the content of these external websites. Your use of linked websites is subject to the terms and conditions of those websites.

9. LEGAL BASIS FOR PROCESSING

We process your personal data based on your consent, the necessity to perform a contract, our legitimate interests, or legal obligations, as applicable. If you have any questions about the legal basis for processing your personal data, please contact us at info@patientreach360.com.

10. REVISION OF TERMS AND CONDITIONS

We may revise and update this Agreement at any time. By continuing to use the Site after such revision or update, you acknowledge that you accept those changes as they are made, even if you choose not to review the Agreement every time you access the Site.

11. COPYRIGHT AND USE OF CONTENT.

The Content is protected by copyright under United States laws. At all times, Patient 360 and/or its licensors retains title to the Content. Any use of Content which is not expressly permitted by this Agreement is a breach of this Agreement and may violate copyright, trademark, and other laws. Content and features are subject to change or termination without notice, in Patient 360's discretion. Patient 360 reserves all rights unless expressly granted elsewhere. Patient 360 authorizes you to view or download a single copy of material found on the Site as long as it is solely for your personal, noncommercial use. If any information or other item on the Site has more restrictive copyright protections or rules that are included in the Site, such protections and/or rules are hereby incorporated into this Agreement by reference. If you violate any terms of this Agreement, your permission to use the Content automatically terminates and you must immediately destroy any copies you have made of any portion of the Content. Patient 360 will pursue its rights against such violators to the fullest extent of the law.

12. LIMITATION OF LIABILITY.

The use of the Site and the Content is at your own risk. When using the Site, information is transmitted through an imperfect medium outside of Patient 360's control. You agree that Patient 360 assumes no liability to you or any other party arising out of any delays, failures, interruptions, or corruption of any data or other information transmitted in connection with your access or use of, or your inability to access or use, the Site or its Content. The Site and its Content are provided on a purely "as is" basis. Patient 360 HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. Patient 360 makes no representation(s) or warranty(ies) about the accuracy, reliability, completeness, or timeliness of the Content, software, text, graphics, links, or communications provided on or through the use of the Site. YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL WE, OR ANY OF OUR DIRECTORS, OFFICERS, SHAREHOLDERS, PROPRIETORS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SERVANTS, ATTORNEYS, PREDECESSORS, SUCCESSORS OR ASSIGNS, BE LIABLE FOR ANY DAMAGES WHATSOEVER BE THEY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY, OR LOSS OF USE) ARISING OUT OF USE OF THE SITE, ANY SITE MATERIALS, ARRANGEMENTS MADE BASED ON INFORMATION OBTAINED ON OR THROUGH THE SITE, OR PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THE SITE, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, this limitation may not apply to you. This limitation applies whether the claim for damages is based on warranty, contract, tort (including any intentional torts and/or negligence of any type), or any other legal theory. You agree that you will bring any claims against Patient 360 within one (1) year of the date the event first giving rise to such claim occurred. You agree that you waive any claim not brought within one year. Remedies under this Agreement are exclusive and are limited to those expressly provided for in this Agreement.

13. USER SUBMISSIONS.

The personal information you submit to Patient 360 is governed by the "Patient 360 Privacy Policy". To the extent there is an inconsistency between this Agreement and the Patient 360 Privacy Policy, this Agreement shall govern. You agree that you will not upload or transmit any communications or Content

of any type to the Site that infringe(s) or violate(s) any rights of any party. By submitting communications or Content to the Site, you agree that such submission is non-confidential for any and all purposes, and that Patient 360 is free to use such information for any and all purposes. If you make any such submission, you agree that you will not send or transmit to Patient 360 any Content that infringes or violates any rights of any party. If you submit any business information, idea, concept or invention to Patient 360, you agree such submission is non-confidential for all purposes. If you make any submission to the Site, you automatically grant—or warrant that the owner of such Content or intellectual property has expressly granted—Patient 360 a royalty-free, perpetual, irrevocable, worldwide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and/or display the communication or Content in any form, and in any forum. Patient 360 may sublicense its rights through multiple tiers of sublicenses. If you wish to present confidential information to Patient 360, please mail it to us via courier or first class mail with the information clearly labeled "Confidential."

14. **PASSWORDS**

You are responsible for taking all reasonable steps to ensure that no unauthorized person has access to your Patient 360 passwords or accounts. It is your sole responsibility to (1) control the dissemination and use of your password; (2) authorize, monitor, and control access to and use of your Patient 360 account and password; (3) promptly inform Patient 360 of any need to deactivate a password. You grant Patient 360 and all other persons or entities involved in the operation of the Site the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Site. Patient 360 cannot and does not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using Patient 360 tools and services. We reserve the right to delete or change any password at any time and for any reason.

15. **ADVERTISEMENTS, SEARCHES AND LINKS TO OTHER SITES.**

Patient 360 may provide links to third-party web sites. Patient 360 also may select certain sites as priority responses to search terms you enter and Patient 360 may agree to allow advertisers to respond to certain search terms with advertisements or sponsored Content. Patient 360 does not recommend and does not endorse the Content on any third-party websites. Patient 360 is not responsible for the Content of linked third-party sites, sites framed within the Site, third-party sites provided as search results, or third-party advertisements, and does not make any representations regarding their Content or accuracy. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites. Patient 360 does not endorse any product advertised on the Patient 360 Site.

Patient 360 reserves the right to send, convey, and post messages for the purpose of promoting products and services as commercial advertisements. We also reserve the right to display and deliver transactional and relationship content with you. The distribution of any such message will not be false or misleading. Any message with the primary purpose of promoting products or services will be clearly conveyed and identified as such in a subject line or heading. Such messages will include the option of opting out with clear direction in how to do so and such requests will be honored in a reasonable manner. Said commercial advertisements will include a return email address as well as a physical postal address of Patient 360 under Postal Service regulations for your convenience.

[Patient 360 understands and acknowledges the importance of communications with its website's users to provide adequate services to them. All communication with users by Patient 360 will be in strict compliance with The Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003 \("CAN-SPAM"\). To understand the rights as a user under CAN-SPAM, find the rules and regulations on the Federal Trade Commission's website.](#)

16. **INDEMNITY.**

You agree to defend, indemnify, and hold Patient 360, and its subsidiaries, affiliates, officers, directors, agents, co-branders or other partners, and employees, harmless from any claim or demand, including

reasonable attorneys' fees, made or threatened by any third party due to or arising out of your use of or conduct on Patient 360, your violation of this Agreement, or your violation of any rights of another.

17. JURISDICTION.

You agree that the Courts of the State of Ohio have exclusive jurisdiction for any dispute with Patient 360, or in any way relating to your use of the Site, and you consent to the exercise of personal jurisdiction in the courts of the State of Ohio in connection with any such dispute including any claim involving Patient 360 or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and Content providers. These Terms and Conditions are governed by the laws of the State of Ohio, without respect to its conflict of laws principles. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. To the extent that anything in or associated with the Site or Patient 360 is in conflict or inconsistent with this Contract, this Contract shall govern. Patient 360's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision nor of the right to enforce such provision. Patient 360 recognizes and agrees to accommodate the varying laws across the United States as related to consumer privacy in a reasonable manner. Users' information subject to specific protections under applicable state laws will be used and disclosed only in accordance with such applicable laws.

18. GOVERNING LAW

These Terms of Use are governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law principles. You agree to submit to the exclusive jurisdiction of the courts located in Montgomery County, in the State of Ohio for any disputes arising out of or related to these Terms of Use or your use of the Site.

19. CHANGES TO THE TERMS OF USE

Patient 360 may amend these Terms of Use from time to time. If we make any substantial changes to these terms, we will notify you by either sending you an email or by posting a prominent announcement on our pages. The decision to notify you by one means or the other will be in our discretion, and either method will be deemed effective.

20. CONTACT INFORMATION

If you have any questions about these Terms of Use, please contact us at info@patientreach360.com or through the contact form on our website.

21. COMPLETE AGREEMENT.

This Agreement constitutes the entire agreement between you and Patient 360 with respect to the use of the Site and its Content.

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