

This product is a part of ClinicalMind's CM-Go® Platform product suite. By subscribing to this CM-GO Platform product ("Site"), you agree to the following terms and conditions of access and use of the Site (hereinafter the "Services") as provided by ClinicalMind (the "Service Provider"). Please review the following terms and conditions carefully.

THIS AGREEMENT CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT THE LIABILITY OF THE SERVICE PROVIDER TO YOU. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND IN THEIR ENTIRETY, AS USING, ACCESSING AND/OR BROWSING THE SITE CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND TO THE TERMS AND CONDITIONS SET FORTH HEREIN, PLEASE EXIT THE SITE IMMEDIATELY AND DO NOT RETURN TO THE SITE AGAIN.

BY ENTERING THE SITE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS, THAT THE PROVISIONS, DISCLOSURES AND DISCLAIMERS SET FORTH HEREIN ARE FAIR AND REASONABLE, AND THAT YOUR AGREEMENT TO FOLLOW AND BE BOUND BY THESE TERMS AND CONDITIONS IS VOLUNTARY AND IS NOT THE RESULT OF FRAUD, DURESS OR UNDUE INFLUENCE EXERCISED UPON YOU BY ANY PERSON OR ENTITY.

By selecting "I Agree" below, you agree to be bound to the following:

1. ACCEPTANCE OF AGREEMENT.

These terms and conditions ("Agreement"), as well as the Privacy Policy, which is incorporated herein, constitute agreement between you ("User") and Site.

2. ACCOUNT PASSWORD AND SECURITY.

If required to register and obtain an account on the Site, you must be a invited to participate in the CM-GO® Community. If applicable, upon registration with the Site, you will receive a username, password, and account designation (the "Account"). You will keep your password confidential so that no one else may access the Account, and you will immediately notify Service Provider upon discovering any loss, theft or unauthorized use of the Account. The Service Provider may suspend or terminate the Account and delete any and all information in the Account at any time and for any reason.

3. SITE CONTENT

1. Information.

The Service Provider provides the Site and the Services, information, content and/or data (collectively, "Information") for informational purposes only. The Information reflects the views of only the users and any other authors exchanging information in any form via the Site and does not necessarily reflect the views of the Service Provider. Reliance on the Information for any purpose by you will be at your sole risk, and neither the Service Provider nor any of its suppliers or service providers will be responsible for any errors of any kind.

The Information may discuss uses and dosages for therapeutic products that may have not been approved by the United States Food and Drug Administration or a similar agency or may discuss practices and procedures that have not received general acceptance by the medical community. The Information is not intended to substitute your own clinical judgment as a healthcare professional, and you will always exercise your professional judgment and confirm the truthfulness and reliability of the Information with sources not related to the Site.

The Site may contain clinical tools, applications, and databases (the "Applications"), but these Applications are not to be construed as a recommendation as to a particular treatment plan or medical diagnosis. If you employ these Applications, you will exercise your own clinical judgment in conjunction with consulting additional sources of information.

2. License of User Content.

By submitting content and other data to the Site, you automatically grant to the Service Provider and, as applicable, to its customers, suppliers, and service providers (or warrant that the owner of such material has expressly granted to such party or parties), the royalty-free, worldwide, perpetual, irrevocable, assignable, non-exclusive right and license, with the right to grant sublicenses, to use, reproduce, modify, adapt, publish, display, translate and distribute such content and data (in whole or in part) and/or incorporate it in other works in any form, media or technology now known or hereafter developed.

3. Site Guidelines.

The Site may contain e-mail services, chat areas, and/or other message or communication facilities made available to you to communicate with others ("Communication Services").

You will be responsible for the content you post. You will use the Communication Services only to post, send and receive messages and material that are proper and do not violate any other terms and conditions of this Agreement or applicable law, statute, ordinance or regulation. In connection with your use of the Site, you will adhere to the community rules posted on this Site (the "Community Guidelines").

You will not modify, copy, transmit, display, perform, reproduce, license, publish, distribute, assign, sublicense, sell, create a derivative work from or make other use of the Information. You will not reproduce the Information in any form or incorporate the Information into any information retrieval system, electronic or mechanical, other than for an approved use.

Your activities on the Site will not create liability for or cause the Service Provider or any of its service providers to lose (in whole or in part) the services of its ISPs or other suppliers. You also will not modify or alter any part of the Site, including, without limitation, by providing a link directly or indirectly to any other site from the Site or modifying or altering any material on the Site. You will not use the Site in any manner that could damage, disable, overburden, or impair the Site or any network associated with the Site or interfere with any other party's use or enjoyment of the Site. You will not attempt to gain unauthorized access to the Site, any computer system or network connected to or affiliated with the Site through hacking, password mining or any other means. You may not attempt to obtain any materials or information through any means not intentionally made available at the Site.

4. Monitoring.

The Service Provider may, in its sole discretion, modify the Communication Services by you or direct third parties to modify the Communications Services by you. The Service Provider may

immediately remove or cause the removal of your material or information from its server(s), in whole or in part, that the Service Provider, in its sole and absolute discretion, determines is objectionable. The Service Provider may, in its sole and absolute discretion, and in addition to the Service Provider's other remedies, suspend or terminate your access to the Site if you fail to adhere to the terms of this Agreement.

5. Updates and Alterations.

The Information is not guaranteed to be complete, correct, timely, current or up-to-date and may be changed without notice. The Service Provider does not undertake any obligation to update any Information on the Site. By submitting or posting content on the Site, you grant the Service Provider and third parties acting at the direction of the Service Provider the right to remove, modify, adopt or edit any content or comment that, in the sole and absolute discretion of the Service Provider, is otherwise objectionable.

4. PROFESSIONAL RELATIONSHIPS.

1. Physician-Patient Relationship.

The Service Provider does not provide any medical advice on the Site, and the Information will not be so construed or used. Using, accessing and/or browsing the Site and/or providing personal or medical information to the Service Provider does not create a physician-patient relationship between the Service Provider and you or your patients. Nothing contained in the Site is intended to create a physician-patient relationship, and you will not rely on anything contained in the Site in diagnosing or treating patients. THE INFORMATION ON THE SITE IS PROVIDED FOR EDUCATIONAL PURPOSES ONLY AND IS NO WAY INTENDED TO DIAGNOSE, CURE OR TREAT ANY MEDICAL OR OTHER CONDITION.

2. Financial, Legal and Other Professional Relationships.

Nothing contained in the Site constitutes financial, investment, legal and/or other professional advice, and no professional relationship of any kind is created between you and the Service Provider. You will not make any financial, investment, legal and/or other decision based in whole or in part on anything contained in the Site.

5. HIPAA COMPLIANCE.

You specifically warrant that the information disclosed in your communications to the Site will comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). You will not disclose any "protected health information" (as defined by HIPAA) without the prior, written approval of the patient, and you will be solely responsible for any liability arising out of non-compliance with HIPAA.

6. CONFIDENTIALITY.

1. "Confidential Information".

"Confidential Information" means all nonpublic information of ClinicalMind and their constituent/client (ClinicalMind), ClinicalMind's affiliates, or third parties that have entrusted information to ClinicalMind, disclosed in oral, written, electronic or other form or otherwise learned by User by participating in Site.

2. Use of Confidential Information.

Subject to Section 6(3), User: (i) shall not use Confidential Information except solely for the purpose of performing Services; (ii) will hold Confidential Information in confidence and shall not disclose Confidential Information to others; and (iii) will notify ClinicalMind as promptly as practicable of any unauthorized use or disclosure of Confidential Information.

3. User's Obligations.

User's Obligations under Section 6(2) shall not apply to any Confidential Information that: (i) User knew before learning it under this Agreement; (ii) is now, or becomes in the future, publicly available other than by an act or omission of User; (iii) a third party rightfully discloses to User without any restriction on disclosure or breach of confidentiality obligations to which such third party is subject; or (iv) User independently develops without use of or reference to Confidential Information, as demonstrated by User's written records.

4. Disclosure of Confidential Information.

User may disclose Confidential Information to the extent required under applicable governmental law, rule, regulation or order, provided that User: (i) first gives prompt notice of such disclosure requirement to ClinicalMind so as to enable ClinicalMind to seek any limitations on or exemptions from such disclosure requirement; and (ii) reasonably cooperates at ClinicalMind's request in any such efforts by ClinicalMind.

5. Request to Cease Use.

Upon ClinicalMind's request, User will: (i) cease all use of all Confidential Information; and (ii) promptly, at ClinicalMind's instruction, either return to ClinicalMind or securely destroy all Confidential Information, including any copies, extracts, summaries, or derivative works containing such Confidential Information, provided, however, that User may retain one copy solely for archival purposes.

6. Right to Confidential Information.

ClinicalMind retains all right, title and interest in and to Confidential Information. This Agreement does not give User any right or license by implication or otherwise to any Confidential Information or under any intellectual property or other rights owned by or licensed to ClinicalMind except the right to use Confidential Information solely for performance of services to ClinicalMind.

7. INTELLECTUAL PROPERTY.

1. Reservation of Intellectual Property Rights

The Service Provider hereby reserves any and all of its intellectual property rights in the Site. The underlying network, software, business methods and technologies supporting the Site (but not including the Site's content) belong to ClinicalMind. with all rights reserved.

2. Copyright.

The content, organization, graphics, design, compilation, magnetic translation, digital conversion and all other matters related to the Site, including, without limitation, the "look and feel" of the Site, are protected under applicable copyrights and other proprietary and intellectual property rights and are the property of the Service Provider or other third parties, as the case may be, or their respective affiliates, officers, directors, consultants, employees, agents, partners, promoters, co-branders, licensors, suppliers, sponsors (collectively, the "Affiliates"). You do not have the right to use, copy, distribute, display, publish, transmit or create derivative works of any content or material on the Site except as expressly granted in this Agreement.

8. AGE RESTRICTION.

The Site is intended for persons eighteen (18) years or older. Persons

under the age of eighteen (18) should not access, use and/or browse the Site.

9. REPRESENTATIONS AND WARRANTIES.

You represent and warrant that (a) you are a person over the age of eighteen (18) with the legal right and ability to obligate yourself to this Agreement, and (b) you will use the Site in accordance with and will comply with your obligations in this Agreement, all applicable professional and ethical standards and requirements and all applicable laws and regulations.

10. WAIVER AND RELEASE FROM LIABILITY.

Under no circumstances, as a result of your use of the Site, will the Service Provider or its affiliates be liable to you or to any other person for any direct, indirect, special, incidental, exemplary, consequential or other damages under any legal theory, including, without limitation, tort or contract, under a strict liability, negligence and/or medical malpractice claim or otherwise, even if advised of the possibility of such damages.

11. DISCLAIMER OF ALL WARRANTIES.

The Information made available at the Site is provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied, including, without limitation, warranties of title, non-infringement, and implied warranties of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, neither The Service Provider nor its service providers makes any warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of the Information, that the Information may be relied upon for any reason or that the Information will be uninterrupted or error free or that any defects can or will be corrected.

12. INDEMNIFICATION.

You will indemnify, defend and hold harmless the Service Provider and its affiliates from and against any claims, actions or demands, liabilities and settlements including, without limitation, reasonable legal, attorney and accounting fees, resulting from, or alleged to result from:

1. your violation of this Agreement or a breach of any of your representations or warranties under this Agreement;
2. any activity related to your use of the Site by you or any other person accessing the Site using your account;
3. a violation of the intellectual property rights of any third parties;

4. content submitted, posted, transmitted or made available through your use or connection to the Site; and
5. any violation of any law, including, without limitation, violation of laws related to confidentiality of patient health information, or any misconduct in connection with the use of the Site, including, without limitation, medical malpractice and the unauthorized practice of medicine.

13. **MISCELLANEOUS.**

1. **Governing Law; Consent to Jurisdiction.**

This Agreement will be treated as though it were executed and performed in [Delaware] and will be governed by and construed in accordance with the laws of the [State of Delaware] (without regard to conflict of law principles). You also consent and submit to the jurisdiction of any [Delaware] State or Federal District Court located in [New Castle County of the State of Delaware] and waive any defense of *forum non conveniens* (i.e., not a convenient court). Any cause of action by you with respect to the Site (and/or any information, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred, and all actions will be subject to the limitations set forth in this Agreement.

The Service Provider and the Site are based in the United States of America. The Service Provider makes no claims that the content is appropriate or may be downloaded outside of the United States or that the Service Provider's practices and policies will comply with the laws of other countries or states. 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.

2. **Interpretation.**

The language in this Agreement will be interpreted as to its fair meaning and not strictly for or against either party.

3. **Invalidity.**

If any part of this Agreement be held invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

4. **Conflicts.**

If anything on the Site conflicts or is inconsistent with this Agreement, this Agreement will control.

5. **Waiver.**

The failure of the Service Provider to enforce any provision of this Agreement will not be deemed a waiver of such provision or of the right to enforce such provision.

6. **Assignment.**

This Agreement will inure to the benefit of, and will be binding upon, the parties and their respective permitted successors, assigns, heirs and legal representatives. You may not assign this Agreement or any of its obligations hereunder without the prior written consent of the Service Provider. The Service Provider may assign its rights under this Agreement to any party at any time without notice to you.

7. **Entire Agreement.**

You hereby acknowledge that this Agreement represents the entire understanding between you and the Service Provider concerning your use of the Site and the Information contained therein.

8. **Modification.**

The Service Provider may, in its sole and absolute discretion, modify the terms and conditions of this Agreement in whole or in part at any time for any reason without any notice to you. Continued access of the Site by you constitutes acceptance of any changes or revisions to this Agreement.

9. **Relationship of the Parties.**

This Agreement creates no partnership, employment relationship, joint venture, franchise or agency between the parties of any kind. Neither party has the right to assume or create, either directly or indirectly, any liability or any obligation of any kind, expressed or implied, in the name of or on behalf of the other party, and neither party will represent that it has such authority.

14. **ACKNOWLEDGEMENT**

You acknowledge that this Agreement is fair and reasonable and that your agreement to follow and be bound by them is not the result of fraud, duress or undue influence exercised upon you by any person or entity. Notwithstanding any provisions of this Agreement, the Service Provider has available all remedies at law or in equity to enforce this

Agreement. If you fail to comply with this Agreement, the Service Provider may suspend or eliminate your account and remove any and all information you have posted on the Site.

By checking the "Accept" button, you represent that you have read this Agreement, understand their terms, and you agree and intend to be legally bound by them. You further acknowledge that, in providing you access to and use of the Site, the Service Provider has relied on your agreement to be legally bound by this Agreement. If you do not accept this Agreement, the Service Provider is unable to grant you access to the Site at this time.

You further consent to receiving all notices and other important legal and non-legal information and records electronically. You may print a copy of this Agreement for your records. We hope that you enjoy your visit and find our Site informative. Thank you.