

SHOPMD
TERMS OF USE
February 2022

Welcome to the SHOPMD application (the “*Site*”) maintained by SF HEALTHCARE LLC DBA SHOPMD (“*We*” “*Us*” “*SF Healthcare*” or “*ShopMD*”). The Site exists to improve your healthcare experience, and we hope you’ll make great use of our services. These terms of use (the “*Terms of Use*”), together with our PRIVACY POLICY, (which is incorporated herein by reference, and collectively, this “*Agreement*”) govern your use of the Services, both as a non-registered user and as a registered user.

BY USING THE SITE, DEFINED TO INCLUDE ALL PROPERTIES (MOBILE, WEB OR OTHERWISE) OWNED AND OPERATED BY US, RELATED DATA, AND/OR RELATED SERVICES (COLLECTIVELY, THE “*SERVICES*”), YOU ACKNOWLEDGE AND AGREE THAT YOU WILL BE BOUND BY THESE TERMS OF USE, AS UPDATED FROM TIME TO TIME (THESE “*TERMS OF USE*”). THESE TERMS OF USE FORM A LEGAL CONTRACT AND ARE HERE TO ENSURE THE CONTINUAL ENJOYMENT OF ALL USERS OF THE SERVICES. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU CANNOT USE THE SERVICES.

1. PERMITTED USE

1.1 Portions of the Services are viewable without registering with us, but to actively participate or store your information, you may be required to register as a member and authorize the use and disclosure of your information for purposes of allowing us to provide the Services and as otherwise disclosed in our Privacy Policy.

1.2 You acknowledge that although some Content may be provided by individuals in the medical profession, the provision of such Content does not create a medical professional/patient relationship, and does not constitute an opinion, medical advice, or diagnosis or treatment, but is provided to assist you with locating appropriate medical care from a medical doctor, or other healthcare specialist, professional or provider (collectively, “*Healthcare Provider*”). “*Content*”

means content, text, data, graphics, images, photographs, video, audio, information, suggestions, guidance, and other materials provided, made available or otherwise found through the Services and/or Site, including without limitation Content provided in direct response to your questions or postings.

1.3 Your Responsibilities Generally

(a) Even though some of the Services may be provided free of charge, usual, customary and any other charges for any medical or related services rendered by Healthcare Providers will apply and will be entirely your responsibility. You must resolve any dispute between you or any Healthcare Provider arising from any transaction or use of Services hereunder directly with the Healthcare Provider.

(b) You are responsible for all use of the Services and for all use of your Credentials (defined under Section 13 below), including use by others to whom you have given your Credentials. You may only use the Site and the Services for lawful, non-commercial purposes. You may not use the Site in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party’s use and enjoyment of the Site or the Services. You may not attempt to gain unauthorized access to any of the Services, user accounts, or computer systems or networks, through hacking, password mining or any other means. You may not accumulate or index, directly or indirectly, any Content or portion of the Site and/or Services (including, without limitation, Healthcare Provider or practice information or data) for any purpose whatsoever.

(c) You agree to not reproduce the data or information used to provide Services for any commercial purposes or otherwise in any way that can be to the detriment of shopMD and its business.

1.4 Responsibilities of Healthcare Providers and Others in the Healthcare or Medical Industries

(a) Regardless of whether you are a member or whether you schedule or intend to schedule

appointments through the Services, if you are a Healthcare Provider or other person or entity in the healthcare or medical industries, you acknowledge and agree that:

(i) You will not use the Services to view, access or otherwise use, directly or indirectly, price, availability, or other Content for any purpose other than your own personal use as a patient or prospective patient or as a Healthcare Provider offering Services to your patients, as applicable. If you are a healthcare provider or other business entity and provide shopMD to your patients or customers through referral, linking to or syndication of shopMD data or services, you are bound by the same Terms and Conditions and Privacy Policy as if you are an individual patient or consumer.

(ii) You will not use the Services to establish, attempt to establish, or enforce, directly or indirectly, any agreement or coordination of the prices charged for any product or service; the kinds, frequencies or amounts of any product or service offered; or the customer or customer categories for any product or service, or otherwise engage or attempt to engage in price fixing, output restriction, or customer or market allocation.

(iii) You will not use the Services, directly or indirectly, to engage in any anticompetitive, deceptive or unfair practices, or otherwise violate applicable antitrust, competition or consumer protection laws, or regulations.

1.5 You agree not to use the Services in any unlawful, infringing, tortious or harmful manner; in any way that violates another party's intellectual property, privacy or other rights; or in any way that otherwise interferes with the operation, use or enjoyment of any service, system or other property.

1.6 Acceptable Use

(a) The Services are not intended for children under 13. By using the Services, you are representing that you are at least 18, or that you are at least 13 years old and have your parents' permission to use the Services. If you are 13 or are aware of use of this Site by persons under 13, please contact us at info@shopmd.us so that we can remove from the Site all information associated with such persons under 13.

(b) SHOPMD may prohibit any user from using the Services in its sole discretion at any time.

1.7 Without limiting any of the foregoing, you agree that you shall not (and you agree not to allow any third party to):

(a) copy, modify, adapt, translate, or reverse engineer any Content or portion of the Site, its content or materials and/or the Services;

(b) remove any copyright, trademark or other proprietary rights' notices contained in or on the Site and/or the Services or in or on any Content;

(c) use any robot, spider, site search/retrieval application, or other automated, manual or otherwise device, process or means to access, retrieve or index any portion of the Site and/or the Services;

(d) access or retrieve any Content or portion of the Site and/or the Services for purposes of constructing or populating a searchable database of reviews or other Content related to the healthcare industry or Healthcare Providers;

(e) reformat or frame any Content or portion of the web pages that are part of the Site and/or the Services;

(f) fraudulently or intentionally misuse the Services, including without limitation contacting, scheduling, or engaging with a Healthcare Provider without intention or need to use the services of the Healthcare Provider;

(g) create user accounts or submit Posted Information by automated means or under false or fraudulent pretenses;

(h) collect or store personal data about other users in connection with the prohibited activities described in this paragraph; or

(i) use any means, including software means, to conduct web scraping of any portion of the Site, its content or materials and/or the Services.

1.8 You will have the opportunity to submit feedback regarding your experiences with Healthcare Providers featured through the Services, to submit inquiries concerning possible medical needs and to

participate in the other interactive and community features of the Site (collectively “**Posted Information**”). It is important that you act responsibly when providing Posted Information. All Posted Information must comply with our Terms of Use.

2. NO SPAM

2.1 You may not use contact information provided by our users or Healthcare Providers, or harvest such information for the purpose of sending, or to facilitate the sending of, unsolicited bulk communications, such as SPAM. You may not allow others to use your account to violate the terms of this section. We may immediately terminate your registration or access to the Services and take other legal action if you or anyone using your Credentials or otherwise utilizing the Services violates these provisions.

3. USER CONTENT

3.1 You may submit Posted Information such as offering feedback, submitting inquiries and participating in the other interactive and community features of the Site. In providing feedback, please give clear, honest information about the Healthcare Provider and/or your experiences, but do not use inappropriate language, make gratuitous personal criticisms or comments or provide information that others could use to determine your identity. When participating in interactive or community aspects of the Services, please do not post any information that another user or Healthcare Provider may use to individually identify you, but please do include all relevant information in a concise manner to help us provide you with a helpful response.

3.2 We reserve the right to publish your Posted Information as part of the Services and to also remove your Posted Information for any reason. We are not, however, responsible for any failure or delay in posting or removing Posted Information. Keep in mind that the Posted Information of others is simply opinion and should not be relied on.

3.3 Without limiting the generality of the foregoing:

(a) You are solely responsible for any Posted Information that you submit, publish or display through the Services or transmit to other members and/or other users of the Site.

(b) You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. You may not submit any content or material that infringes, misappropriates or violates the intellectual property, publicity, privacy or other rights of any party.

(c) You may not provide any Posted Information that falsely expresses or implies that such content or material is sponsored or endorsed by SHOPMD.

(d) You may not provide any Posted Information that is unlawful or that promotes or encourages illegal activity.

(e) You understand and agree that SHOPMD may (but is not obligated to) review and delete any Posted Information that in the sole judgment of SHOPMD violates these Terms of Use or the SHOPMD Privacy Policy, or which might be offensive, illegal, or that might violate the rights of, harm, or threaten the safety of other users or members of the Services and/or other website users.

(f) You agree that you will only provide Posted Information that you believe to be true.

3.4 You may not submit Posted Information that, among other kinds of content and communications that are illegal or prohibited on/through the Site, may be investigated and acted upon SHOPMD in accordance with these Terms of Use, including Posted Information that:

(a) is false, deceptive or misleading;

(b) harms SHOPMD, our service providers, suppliers or any other person;

(c) harasses or advocates harassment of another person;

(d) involves the transmission of unsolicited mass mailing or “spamming”;

(e) violates, infringes or misappropriates the intellectual property or other rights of any person;

(f) violates antitrust, competition, or consumer protection laws;

(g) is threatening, abusive, obscene, defamatory or libelous; or

(h) is pornographic or sexually explicit in nature.

4. USE OF CONTENT

4.1 Your use of the Services is limited to the express terms of these Terms of Use. All of the Content is owned by us or our licensors and is protected by copyright, trademark, patent, and trade secret laws, other proprietary rights, and international treaties. You acknowledge that the Services and any underlying technology or software used in connection with the Services contain SHOPMD's proprietary information. We give you permission to use the aforementioned content for personal, non-commercial purposes only and do not transfer any intellectual property rights to you by virtue of permitting your use of the Services. You may print, download, and store information from the Site for your own convenience, but you may not copy, distribute, republish (except as permitted in this paragraph), sell, or exploit any of the content, or exploit the Site or Services in whole or in part, for any commercial gain or purpose whatsoever. Except as expressly and unambiguously provided herein, neither SHOPMD nor its suppliers grant you any express or implied rights, and all rights in the Site and the Services not expressly granted by SHOPMD to you are retained by SHOPMD.

5. SMS/TEXT COMMUNICATIONS

5.1 We may send communications to you on your mobile telephone by SMS or text message. Message and data rates from your mobile telephone service provider may apply and are subject to the terms and conditions imposed by your provider.

6. THIRD-PARTY SOFTWARE

6.1 We may incorporate third-party software as part of certain of the Services, including without limitation open source third-party software. Your use of such third-party software is subject to any and all applicable additional terms and conditions governing such use provided by the third-party software provider. Where applicable, additional notices relating to the third-party software may be provided by us, which for example may contain attribution and disclaimer notices applicable to the third-party software.

7. APPLE DEVICE AND APPLICATION TERMS

7.1 In the event you are accessing the Services via an application ("*Application*") on a device provided by Apple, Inc. ("*Apple*") or an Application obtained through the Apple App Store, the following shall apply:

- (a) both you and SHOPMD acknowledge that the Agreement (as defined in these Terms of Use) are concluded between you and SHOPMD only, and not with Apple, and that Apple is not responsible for the Application or the Content;
- (b) the Application is licensed to you pursuant to the terms and conditions set forth in this Agreement solely to be used in connection with the Service for your private, personal, non-commercial use;
- (c) you will only use the Application in connection with an Apple device that you own or control;
- (d) you acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- (e) in the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- (f) you acknowledge and agree that SHOPMD, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
- (g) you acknowledge and agree that, in the event of any third-party claim that the Application or your possession and use of the Application infringes that third-party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- (h) you represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist

supporting” country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;

(i) both you and SHOPMD acknowledge and agree that, in your use of the Application, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use; and

(j) both you and SHOPMD acknowledge and agree that Apple and Apple’s subsidiaries are third-party beneficiaries of certain terms of the Agreement to the extent such terms relate to an Application on a device provided by Apple or an Application obtained through the Apple App store, and that upon your acceptance of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce such terms of the Agreement against you as the third-party beneficiary hereof.

8. LICENSE

8.1 By posting Posted Information (defined under Section 1.8 above) through the Services, you agree to and hereby do grant, and you represent and warrant that you have the right to grant, to SHOPMD and its contractors an irrevocable, perpetual, royalty-free, fully sublicenseable, fully paid up, worldwide license to use, copy, publicly perform, digitally perform, publicly display, and distribute such Posted Information and to adapt, edit, translate, prepare derivative works of, or incorporate into other works, such Posted Information. This license is non-exclusive, except you agree that SHOPMD shall have the exclusive right to practice this license to the extent of combining your Posted Information with the Posted Information of other SHOPMD users for purposes of constructing or populating a searchable database of reviews and information related to the healthcare industry.

9. AUTHORIZATION AND ACKNOWLEDGEMENT; IMPORTANT INFORMATION ABOUT HEALTHCARE PROVIDER RELATIONSHIPS AND LISTS

9.1 In connection with using the Site and the Services to locate and contact Healthcare Providers, you understand that:

(a) YOU ARE ULTIMATELY RESPONSIBLE FOR CHOOSING YOUR OWN HEALTHCARE PROVIDER.

(b) SHOPMD uses reasonable efforts to ensure that Healthcare Providers who are presented or participate in the Services hold all active licenses required by law to practice the specialties of the services offered by them, and are not excluded from participation in the Medicare and Medicaid programs. SHOPMD may exclude Healthcare Providers who, in SHOPMD’s discretion, have engaged in inappropriate or unprofessional conduct.

9.2 We will provide you with lists and/or profile previews of Healthcare Providers who may be suitable to provide the healthcare services you seek based on information that you provide to us (such as geographical location, healthcare specialty, or medical needs). In an effort to aid in the discovery of Healthcare Providers and enable the maximum choice and diversity of Healthcare Providers participating in the Services, these lists and/or profile previews may also be based on other criteria (including, for example, Healthcare Provider availability, past selections by and/or ratings of Healthcare Providers by you or by other SHOPMD users, and past experience of SHOPMD users with Healthcare Providers); but SHOPMD (a) does not recommend or endorse any Healthcare Providers, and (b) does not make any representations or warranties with respect to these Healthcare Providers or the quality of the healthcare services they may provide. SHOPMD may receive monthly, quarterly or annual subscription and/or administrative processing fees from Healthcare Providers for including them through the Services. Note, however, to the extent that you use the Services as a third party representing a patient, SHOPMD may provide lists, selections and/or profile previews based also on criteria determined by your agreement or agreement with entities representing you with SHOPMD.

10. THE SERVICES AND CONTENT AS INFORMATIONAL AND EDUCATIONAL RESOURCES

10.1 We make the Services available as a service to consumers and Healthcare Providers for the purposes of providing an informational and educational resource. We may, but have no obligation to have Content posted through the Services reviewed by our editorial personnel. It is important to note, however, that the timeliness, accuracy, and completeness of any or all of the Content is not guaranteed. Neither the authors,

the editorial personnel, nor any other party involved in the preparation or publication of this work can guarantee that the Content contained herein is accurate or complete, and they will not be responsible for any errors or omissions or for the results obtained from the use of such Content.

10.2 You are encouraged to independently confirm the Content contained herein with other sources and to seek the advice of qualified Healthcare Providers, including health care professionals not affiliated with SHOPMD.

11. HEALTHCARE PROVIDER CONTENT

11.1 Healthcare Provider and practice and other (such as Shopping Tips) Content is intended for general reference purposes only. Healthcare Provider Content is both provided by the Healthcare Providers and/or office staff, and collected from multiple other data sources that may not be confirmed by any Healthcare Provider.

Such Content often changes frequently and may become out of date, incomplete or inaccurate. Neither the Site nor SHOPMD provides any advice or qualification certification about any particular Healthcare Provider. You understand that it is your responsibility to independently verify such Content. SHOPMD does not verify or validate ratings that may be shown on SHOPMD Services, and which may be derived from third party sources or submitted by users.

11.2 Procedures/Products/Services

The procedures, products, services and devices discussed and/or marketed through the Services are not applicable to all individuals, patients or all clinical situations. Any products, services or devices represented through the Services by advertisers, sponsors, and other participants of the Services, are presented for your awareness and do not necessarily imply, and we make no claims as to, safety or appropriateness for any particular individual or prediction of effectiveness, outcome or success.

12. INSURANCE CONTENT

12.1 The insurance and insurance-related Content (including, without limitation, insurance coverage and benefit Content) if provided is intended for general reference purposes and for your convenience only and/or the convenience of Health Care Providers making use of or considering use of such Content only (“*Insurance Content*”). Such Insurance Content is based on Personal Information (as defined below) you provide to us as well as Healthcare Provider Content. The Insurance Content is provided either directly by the insurance provider you identify or via a third-party clearinghouse. Insurance Content often changes frequently and may become out of date, incomplete or inaccurate. In order to improve (but not guarantee) the accuracy of the Insurance Content, you acknowledge and agree that you will (a) provide accurate and complete insurance related Personal Information, and (b) verify and update your insurance-related Personal Information (including, without limitation, verifying such Personal Information obtained by automated means from an insurance card you provide); SHOPMD will not be responsible for your failure to comply with subparts (a) or (b) hereof, nor for any inaccurate, incomplete or outdated Insurance Content, regardless of the reason.

13. REGISTRATION

13.1 As part of the registration process, you will provide an e-mail address and create a password. These are your credentials for accessing the Services that are only available to members (“*Credentials*”). You should keep your Credentials private and not share your Credentials with anyone else. You must immediately notify us if your password has been stolen or compromised by sending an email to info@shopmd.us.

14. YOUR PERSONAL INFORMATION

14.1 In order to register or use other services such as ‘Shop for Me’, you may be required to provide certain basic information about yourself. Also, you may opt to voluntarily share additional information in order to benefit from all the Services we provide. Our Privacy Policy details how we may use, share and maintain your information, which may include, without limitation, your name, address, and contact information; insurance information; medical history and current needs; billing information; and other information that is either requested by SHOPMD or voluntarily provided (“*Personal Information*”). By submitting such information, you authorize SHOPMD, its employees, agents and others operating on its

behalf to use and/or disclose such information in accordance with our Privacy Policy. Please review the Privacy Policy carefully, as your use of the Services constitutes your agreement to it.

14.2 If you elect to enter information into a medical history form (“**Medical History Form**”) or Shop for Me form (“**Shop for Me Form**”) on behalf of yourself or a third party from whom you have authorization to provide such information, on your request you authorize us to provide such information to the specified Healthcare Provider. You acknowledge and agree that such information will be reviewed and approved by you or someone authorized by you at the time of your appointment to ensure its accuracy. You also acknowledge that SHOPMD may use the data or information you provide on a Medical History Form in accordance with our Privacy Policy.

15. **COPYRIGHT DISPUTE POLICY**

15.1 SHOPMD adopts the general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act (DMCA) (<http://www.lcweb.loc.gov/copyright/legislation/dmca.pdf>). The address of SHOPMD’s Designated Agent to Receive Notification of Claimed Infringement (“**Designated Agent**”) is provided at the bottom of this section.

15.2 **SHOPMD Policy**

Our policy is to (a) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or other users; and (b) remove and discontinue Service to repeat offenders.

15.3 **Procedure for Reporting Copyright Infringements**

If you believe that material or content residing on or accessible through the Site or the Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below (“**Proper Bona Fide Infringement Notification**”):

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
- (b) Identification of works or materials being infringed;
- (c) Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that SHOPMD is capable of finding and verifying its existence;
- (d) Contact information about the notifier including address, telephone number and, if available, email address;
- (e) A statement that the notifier has a good faith belief that the material is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

15.4 **Upon Receipt of a Bona Fide Infringement Notification**

Once a Proper Bona Fide Infringement Notification is received by the Designated Agent, it is SHOPMD’s policy:

- (a) to remove or disable access to the infringing material;
- (b) to notify the content provider, member or user that it has removed or disabled access to the material; and
- (c) for repeat offenders, to terminate such content provider’s, member’s or user’s access to the Service.

15.5 **Procedure to Supply a Counter-Notice to the Designated Agent**

If the content provider, member or user believes that the material that was removed or to which access was disabled is either not infringing, or the content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner’s agent, or pursuant to the law, the content provider, member or user must send a counter-notice containing the following information to the Designated Agent listed below:

- (a) A physical or electronic signature of the content provider, member or user;

(b) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;

(c) A statement that the content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material; and

(d) The content provider's, member's or user's name, address, telephone number, and, if available, email address and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or if the content provider's, member's or user's address is located outside the United States, for any judicial district in which SHOPMD is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

15.6 Removal

If a counter-notice is received by the Designated Agent, SHOPMD may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed material may be replaced or access to it restored in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at SHOPMD's discretion.

15.7 Address for Designated Agency

Please contact SHOPMD's Designated Agent to Receive Notification of Claimed Infringement at the following address:

Copyright Agent, SHOPMD, Inc.

Sam Vasisht

Phone: 617-840-6788

Email to: info@shopmd.us

16. NO MEDICAL ADVICE

16.1 The Content that you obtain or receive from SHOPMD, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise through the Services is for informational, and scheduling purposes only. All medically-related information is for information purposes only.

16.2 THE CONTENT, WHETHER SUCH CONTENT IS PROVIDED BY OR THROUGH THE USE OF THE SERVICES OR THROUGH ANY OTHER COMMUNICATIONS FROM SHOPMD, IS NOT INTENDED AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL ADVICE FROM A QUALIFIED HEALTHCARE PROVIDER BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE SITE. DO NOT USE THE SERVICES FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, IMMEDIATELY CALL A HEALTH CARE PROFESSIONAL AND 911. YOUR USE OF THE CONTENT IS SOLELY AT YOUR OWN RISK. NOTHING STATED OR POSTED ON THE SITE OR AVAILABLE THROUGH ANY SERVICES IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE, DENTISTRY, NURSING, OR OTHER PROFESSIONAL HEALTH CARE ADVICE, OR THE PROVISION OF MEDICAL CARE.

16.3 We do not recommend or endorse any specific tests, Healthcare Providers, procedures, opinions, or other information that may appear through the Services. If you rely on any Content provided through the Services, you do so solely at your own risk.

16.4 If you utilize SHOPMD's Shop for Me service (SHOP FOR ME), we are not endorsing the specific Healthcare Providers we list for you. SHOPMD is conducting a search on your behalf based on requirements you provide, location and specialty you specify. We do not vouch for the accuracy of the information you provide to the providers we contact on your behalf, nor do we vouch for the services or their efficacy the select providers will provide you. You are required to verify, select and transact with the providers similar to how you would if you were conducting the search on your own without using SHOP FOR ME.

17. NO DOCTOR PATIENT RELATIONSHIP

17.1 NO LICENSED MEDICAL PROFESSIONAL/PATIENT RELATIONSHIP IS CREATED BY USING THE CONTENT, WHETHER SUCH CONTENT IS PROVIDED BY OR THROUGH THE USE OF THE SERVICES OR THROUGH ANY OTHER COMMUNICATIONS FROM SHOPMD OR ANY ASSISTANCE WE MAY PROVIDE TO HELP YOU FIND AN APPROPRIATE HEALTHCARE PROVIDER IN ANY FIELD.

17.2 We have no control over, and cannot guarantee the availability of, any Healthcare Provider at any particular time. You acknowledge and understand that we will not be liable for cancelled or otherwise unfulfilled appointments, or any injury resulting therefrom, or for any other injury resulting or arising from or related to the use of the Site or Services whatsoever.

17.3 You are strongly advised to perform your own investigation prior to selecting a Healthcare Provider by making confirming telephone calls, email, SMS or other means of communication to the appropriate licensing or certification authorities to verify listed credentials and education, and to further verify information about a particular Healthcare Provider by confirming with the Healthcare Provider's office, your current Healthcare Providers, the medical association(s) relevant to the Healthcare Provider's specialty and your state medical board(s).

18. DISCLAIMER OF WARRANTIES

18.1 We have no special relationship with or fiduciary duty to you. You acknowledge that we have no control over, and no duty to take any action regarding: which users gain access to the Site and/or the Services; what content you access via the Site and/or the Services; what effects the content on the Site and/or the Services may have on you; how you may interpret or use the content on the Site and/or the Services; or what actions you may take as a result of having been exposed to the content on the Site and/or the Services. You release us from all liability for you having acquired or not acquired content through the Site and/or the Services. The Site and/or the Services may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. We make no representations concerning any content contained in or accessed through the Site and/or the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site and/or the Services. We make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Site and/or the Services. WE PROVIDE THE SITE AND THE SERVICES "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE." WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES ABOUT THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING ALL STATUTORY WARRANTIES, WITH RESPECT TO THE SERVICES AND THE SITE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES THAT THE SERVICES ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, RELIABLE OR ACCURATE OR WILL MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICES (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF INFORMATION PROVIDED BY USERS OF THE SERVICES OR ANY OTHER DATA OR INFORMATION PROVIDED OR RECEIVED THROUGH THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SHOPMD MAKES NO WARRANTIES ABOUT THE INFORMATION SYSTEMS, SOFTWARE AND FUNCTIONS MADE ACCESSIBLE THROUGH THE SERVICES OR ANY OTHER SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION. SHOPMD DOES NOT WARRANT THAT THE SITE OR THE SERVICES WILL OPERATE ERRORFREE, BUG-FREE OR FREE FROM DEFECTS, THAT LOSS OF DATA WILL NOT OCCUR, OR THAT THE SERVICES, SOFTWARE OR SITE ARE FREE OF COMPUTER VIRUSES, CONTAMINANTS OR OTHER HARMFUL ITEMS.

19. GENERAL LIMITATION OF LIABILITY

19.1 IN NO EVENT SHALL WE BE LIABLE TO YOU (OR TO ANY THIRD PARTY CLAIMING UNDER OR THROUGH YOU) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, OR INABILITY TO USE, THE SITE AND/OR THE SERVICES. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, ANY OTHER COMMERCIAL DAMAGES OR LOSSES, OR MEDICAL MALPRACTICE OR NEGLIGENCE OF HEALTHCARE PROVIDERS UTILIZED THROUGH USE OF THE SERVICE, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED IN ACCORDANCE HEREIN TO THE MAXIMUM EXTENT PERMITTED BY LAW.

19.2 IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR".

20. TERMINATION

20.1 We may terminate and/or suspend your registration immediately, without notice, if there has been a violation of this Agreement or other policies and terms posted on the Site or through the Services by you or by someone using your Credentials. We may also cancel or suspend your registration for any other reason, including inactivity for an extended period. SHOPMD shall not be liable to you or any third party for any termination of your access to the Site and/or the Services. Further, you agree not to attempt to use the Site and/or the Services after any such deletion, deactivation or termination (provided, in the case of deactivation due exclusively to your inactivity, you may be permitted to re-register). Sections 2, 3, 4, 9, 11, 12, 13, 14, 15, 16, 17, 19, 20 and 21 shall survive any termination or expiration of these Terms of Use.

21. INDEMNIFICATION

21.1 Upon a request by us, you agree to defend, indemnify, and hold harmless us, our employees, contractors, officers, directors, agents, parent, other affiliated companies, suppliers, successors, and assigns from all liabilities, claims, demands and expenses, including attorney's fees, made by any third party that arise from or are related to (a) your access to the Site, (b) your use of the Services, or (c) the violation of this Agreement or the Privacy Policy or of any intellectual property or other right of any person or entity, by you or any third party using your Credentials. The foregoing indemnification obligation does not apply to liabilities, claims and expenses arising as a result of our own gross negligence or intentional misconduct.

22. MISCELLANEOUS

22.1 Changes to These Terms of Use

We may change these Terms of Use and the other documents consisting of the Agreement at any time, as we reasonably deem appropriate. Upon any such change, we will post the amended terms on the Site; we may also attempt to notify you in some other way. Your continued use of the Site and/or the Services following such posting shall constitute your affirmative acknowledgement of these Terms of Use or other applicable Agreement document, the modification, and agreement to abide and be bound by these Terms of Use or other applicable Agreement document, as amended.

We encourage you to periodically review these Terms of Use. IF AT ANY TIME YOU CHOOSE NOT TO ACCEPT THESE TERMS OF USE, INCLUDING FOLLOWING ANY SUCH MODIFICATIONS HERETO, THEN YOU MUST STOP USING THE SITE AND THE SERVICES.

22.2 Limitation of Claims

No action arising under or in connection with this Agreement, regardless of the form, may be

brought by you more than one (1) year after the cause of action arose; actions brought thereafter are forever barred.

22.3 Choice of Law; Arbitration Clause and Class Action Waiver – Important – Please Review as This Affects Your Legal Rights

This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of California as applied to contracts made and to be performed entirely within California, without giving effect to the state's conflicts of law statute.

YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THIS AGREEMENT, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE AMERICAN ARBITRATION ASSOCIATION'S RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this Agreement to arbitrate. YOU ARE WAIVING THE ABILITY TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Service.

22.4 Entire Agreement

22.5 This Agreement and any supplemental terms, policies, rules and guidelines posted through the Services, including the Privacy Policy, constitute the entire agreement between you and us and supersede all previous written or oral agreements. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of SHOPMD to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. 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.

22.6 Headings

The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret or construe the meaning, scope or intent of this Agreement or any terms or conditions therein.

22.7 Assignment

We may assign this contract at any time, including without limitation, to any parent, subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of our company to another entity. You may not assign, transfer or sublicense this Agreement to anyone else and any attempt to do so in violation of this section shall be null and void.

23. UPDATES AND CHANGES TO THESE TERMS OF USE

23.1 The effective date of these Terms of Use is set forth at the top of this webpage. We will notify you of any material change by posting notice at the top of this webpage and updating the effective date. Your continued use of the Services after the new effective date constitutes your acceptance of the amended Terms of Use. We encourage you to periodically review this page for the latest information on any of the Services. IF YOU DO NOT AGREE TO FUTURE CHANGES TO THESE TERMS, YOU MUST STOP USING THE SERVICES AFTER THE EFFECTIVE DATE OF SUCH CHANGES.