

PatientsWithPower Terms of Use

These Terms of Use are an Agreement with PatientsWithPower

What is this Document? The Terms of Use (or "TOU") is an agreement between you and PatientsWithPower Inc. ("PatientsWithPower"). The TOU includes the rules you agree to follow when using our websites and applications (the "Apps"), and when you view or input content on or into the Apps or when you request information from the Apps. The PatientsWithPower Privacy Statement is officially part of these TOU even though it's a separate document.

Why Should I Read It? When you sign up for PatientsWithPower you verify you've read and agree to our Terms of Use when using the Apps.

These Terms of Use are an Agreement. Generally, this agreement governs your use of the Apps. Other terms may apply to your use of a specific portion of our Apps. If there is a conflict between these TOU and terms specifically identified as applying to a specific portion of our websites, the latter terms apply to your use of that portion of our Apps.

We May Update this Agreement. These Terms of Use may change. Because your use of the Apps means you agree to these Terms of Use, if we revise and update these Terms of Use, your continued use of the Apps will mean you accept those changes. You choose whether or not you use the Apps. If you do not agree to all of these Terms of Use, please do not use the Apps.

- To clarify what this document means, certain words with capital letters will be defined. Here are the definitions for this agreement: The "Apps" means <https://www.PatientsWithPower.com> and related web sites and the Company's mobile applications.
- "Company", "We," "us," or "our" means PatientsWithPower Inc., a California corporation, and any other companies that are subsidiaries and affiliates of PatientsWithPower Inc. When used in the context of the

company name, "PatientsWithPower" may also refer to PatientsWithPower, Inc.

- "Content" means text, graphics, images and any other material entered, processed, contained on or accessed through the Apps.
- "Services" means services provided through the Apps.
- "Medical Expert" means an individual accepted by the Company to participate in the PatientsWithPower Medical Expert Community and who participates on the Apps or interacts with others on or through the Apps, or other specialists or professionals accepted by the Company who participate on PatientsWithPower in their capacity as experts or resources.

PatientsWithPower provides users with online access to medical information from physicians and national evidence-based guidelines used by the healthcare industry. **PATIENTSWITHPOWER DOES NOT PROVIDE MEDICAL DIAGNOSIS, MEDICAL ADVICE, TREATMENT RECOMMENDATIONS, OR PRESCRIPTION OF ANY KIND.** ALL INFORMATION PROVIDED ON PATIENTSWITHPOWER OR IN CONNECTION WITH ANY COMMUNICATIONS SUPPORTED BY PATIENTSWITHPOWER, INCLUDING BUT NOT LIMITED TO COMMUNICATIONS BETWEEN PATIENTSWITHPOWER MEDICAL EXPERTS AND CONSUMERS IS INTENDED TO BE FOR GENERAL INFORMATIONAL PURPOSES ONLY, AND IS IN NO WAY INTENDED TO CREATE A PHYSICIAN – PATIENT RELATIONSHIP AS DEFINED BY STATE AND FEDERAL LAW. PATIENTSWITHPOWER IS NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL DIAGNOSIS OR TREATMENT. RELIANCE ON ANY INFORMATION PROVIDED BY PATIENTSWITHPOWER OR ANY PATIENTSWITHPOWER MEDICAL EXPERTS IS SOLELY AT YOUR OWN RISK.

What We Do and What We Don't Do:

We Do Support Your Health Decisions and Choices

The Apps are designed to support the health decisions and choices that you make. These decisions and choices are yours, and we believe you, in connection with the advice you receive from your doctor or other professional healthcare provider, are the best decision maker about your health. You should always use common sense when making health decisions, and they should be made in consultation with your doctor. PatientsWithPower cannot make decisions for you. What we can do is help you find good health information and connect with doctors for in-person care. Using the Apps, you can ask and find informational questions and related educational answers by Medical Experts and access compiled information from national evidence-based health guidelines. The Apps are not a place for the practice of medicine, but Medical Experts on the Apps can be a resource for reliable, relevant general health information. We hope these services will be of value to you. Please use them responsibly.

No Doctor Patient Relationship; No Medical Advice provided

The use of the Apps does not create a doctor-patient relationship nor is medical advice provided. The Apps contain Content, and may help you identify services or may offer services. Everything on the Apps, including Content accessed or Services provided through the Apps, is for your information, and should be used for informational purposes only. This means that Content and Services are not a substitute for medical advice from your physician.

Whenever we use the words "your physician" or "your doctor" or "healthcare provider" or similar words on the Apps, including in this TOU, we mean your doctor with whom you have of an actual, mutually acknowledged, doctor-patient relationship (or the same kind of formal, real-world relationship between you and your personal professional healthcare provider). PATIENTSWITHPOWER MEDICAL EXPERTS ARE NOT "YOUR" PHYSICIAN OR HEALTHCARE PROVIDER. Even if your doctor participates in the Apps, personal medical

advice, treatment or diagnosis are not permitted through the Apps, and by using the Apps, you agree not to solicit these or use any information as if it were personal advice, treatment, or diagnosis. This applies both to public interactions on the Apps as well as to private conversations. Whenever you want personal medical advice, treatment, or diagnosis, you should contact your physician or professional healthcare provider and see them in person.

We do allow you to give explicit permission for your physician(s) to view your information from the Apps for consultation – but online consultations are not for diagnosis, prescription or treatment.

Your use of the Apps does not constitute the practice of medicine and any consultations cannot be used for providing a medical diagnosis, treatment or a physical examination. The Company does not allow prescriptions to be provided through the Apps. Go see your doctor in person if you are looking for a prescription, or for diagnosis or treatment. You can use the Apps for medical information.

Do not use the Apps in a medical emergency.

Consult your doctor.

Consult your doctor or your healthcare provider if you have any questions about a symptom or a medical condition, and before starting or stopping any treatment directed by your physician or your healthcare provider, or before taking any drug or changing your diet.

ALWAYS:

- SEEK THE ADVICE OF YOUR PHYSICIAN OR YOUR OTHER QUALIFIED HEALTHCARE PROVIDER WHENEVER YOU HAVE A QUESTION ABOUT A MEDICAL CONDITION OR SYMPTOM.
- NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE, OR DELAY SEEKING MEDICAL ADVICE OR TREATMENT BECAUSE OF SOMETHING YOU READ OR LEARN ON THE APPS.
- CALL 911 OR YOUR DOCTOR IMMEDIATELY IF YOU BELIEVE YOU HAVE A MEDICAL EMERGENCY.

Independence of PatientsWithPower Medical Experts:

PatientsWithPower Medical Experts and professionals or specialists utilizing or featured on the Apps are not employees or independent contractor service providers of the Company. Any opinions, advice, or information expressed by any such individuals are those of the individual and the individual alone and they do not necessarily reflect the opinions of the Company. The Company does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Apps or by a licensee of the Company.

The inclusion of professionals and specialists on the Apps or in any professional directory on the Apps does not imply recommendation or endorsement of such professional nor is such information intended as a tool for verifying the credentials, qualifications, or abilities of any professional contained therein.

SUCH INFORMATION IS PROVIDED ON AN "AS-IS" BASIS AND THE COMPANY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. THE COMPANY, ITS EMPLOYEES, OFFICERS AND DIRECTORS SHALL IN NO EVENT BE LIABLE TO YOU OR TO ANYONE FOR ANY DECISION MADE OR ACTION TAKEN BY ANY PARTY (INCLUDING, WITHOUT LIMITATION, ANY USER) IN RELIANCE ON INFORMATION ABOUT PROFESSIONALS AND SPECIALISTS ON THE APPS. The use of the Apps by any entity or individual to verify the credentials of professionals or specialists is prohibited.

All opinions and statements expressed by the Company or on or through the Apps are solely the individual and independent opinions and statements of such individuals and do not reflect the opinions of the Company, its affiliates or any other organizations or institutions.

Children's Privacy

We are committed to protecting the privacy of children. The Apps are not intended or designed for children under the age of 13. We do not collect

personally identifiable information from any person we actually know is a child under the age of 13. Registered adult users of the Apps may ask questions about or for children.

Your Account and Your Use of PatientsWithPower

You are responsible for your account: keep your password and real name private. Accurate and complete registration information is required to use the Apps. All members are encouraged to use password common sense: safeguard your log in password, pick a password that cannot be guessed by others, keep it private, and periodically change it. You are responsible for the security of your passwords and for any use of your account. Please immediately notify us of any unauthorized use of your password or account. As a part of registration you will create a profile with a Public Profile Name. Like your password, if you wish to remain anonymous, use common sense: safeguard your Public Profile Name, pick a name that cannot be guessed by others, and keep it private. Do not use your real name, or the real name of any one related to you when selecting your Public Profile Name. Allowing any other person or entity to use your identity for posting on or using the Apps is not permitted. Do not include your real name or any other information that could be used to identify you in anything you post on the Apps, including questions, comments, or other submissions.

Your use must be legal and you must be an adult to use the Apps. Your use of the Apps and any Content and Services must comply with all applicable federal and state laws, regulations, and ordinances. Currently, you must be at least 18 years old to use the Apps.

Notices. When you register as a member, you agree that the Apps or the Company may send notices to you by email at the email address you provide when you register, or a different email address that you update through your Account Settings. We have a No-Spam policy.

The Apps are a Free Service. The Company also offers paid services on the Apps. It's free to access information and ask health questions on the Apps. The Company and the Apps also provide for a category of premium, optional Services

and Content that can be accessed for a small fee. ("Premium Services" and "Premium Content", respectively). All such Premium Content and Services are clearly identified as such. We will never ask you for your credit card or other payment information unless you indicate that you would like to use a paid service.

Content and Services

The Apps are for personal use. The Apps are services for individuals to use to support their personal health decisions. You may use the Apps for personal, but not for commercial, purposes. Organizations, companies, and businesses may not become registered members or use our Apps through individual members. Licensed U.S. physicians and other qualified medical experts (as described on our Medical Experts pages) may apply to participate on the Apps for educational purposes as Medical Experts. We authorize you to view or download Content and use the Services solely for your personal, noncommercial use in accordance with all applicable federal, state and local laws. The Content is licensed only for the personal, household, and educational use of a single individual. An individual's noncommercial reuse or redistribution of any portion of the Content is permitted when that use falls within what is permitted by United States Copyright law or the Lanham Act. These laws govern general personal use of copyrighted information. No commercial use or redistribution of any Content is permitted. Any hyperlink or other re-display of the information on another website must display the Content full-screen and not within a "frame" on the linked or other site, unless expressly pre-approved and permitted by us in writing. By using the Apps, you agree not use any contact information provided by members (for example, in a private message exchange between connected members), or harvest, scrape or otherwise collect any information about our members for any reason, including but not limited to for sending unsolicited communications, including spam.

The Apps may not be used for illegal purposes. The Content and Services may not be used for any illegal purpose. You may not access our networks,

computers, or the Content and Services in any manner that could damage, disable, overburden, or impair them, or interfere with any other person's use and enjoyment. You may not attempt to gain unauthorized access to any Content or Services, other accounts, computer systems, or networks connected with PatientsWithPower, the Apps, the Content, or Services. You may not use any automated means (such as a scraper) to access PatientsWithPower, the Apps, the Content, or Services for any purpose. Such unauthorized access includes, but is not limited to, using another person's login credentials to access his or her account on the Apps. Any attempt by any individual or entity to solicit login information of any other user or PatientsWithPower Medical Expert or to access any such account is an express and direct violation of these Terms of Use and of applicable law, including relevant privacy and security laws and laws prohibiting unfair or unethical business practices.

PatientsWithPower and the Apps do not make recommendations or endorsements. We do not recommend or endorse any specific Content, Services, tests, physicians, products, procedures, opinions, or other information that may be mentioned by PatientsWithPower or in the Apps. The Apps are designed to be used with common sense, and in connection the advice of your physician or your other healthcare provider. Reliance on the Apps Content or Services is solely at your own risk. Some Content and Services, including posts by Medical Experts, may be or have been provided by third parties directly and are not reviewed or certified by PatientsWithPower. We work hard to bring you our very best, and believe that our members will find the Apps, Content and Services useful, but we cannot guarantee that the Apps, Content and Services will help you achieve any specific goals or results. Content regarding dietary supplements or other treatments or regimens has not been evaluated by the Food and Drug Administration and is not intended to diagnose, treat, cure, or prevent any disease.

PatientsWithPower and the Apps do not guarantee the accuracy of Third Party Content. To the extent that any Content included on the Apps is provided by third party content providers or other users, we have no editorial control or responsibility of such content appearing on the Apps. Therefore, any opinions, statements, products, services or other information expressed or made available by third parties or users on the Apps are those of such third parties or users, respectively. We make no representations about the accuracy or reliability of any opinion, statement or other information provided by any third party, and does not represent or warrant that your use of the Content displayed on the Apps or referenced content or service providers will not infringe rights of third parties not owned by or affiliated with PatientsWithPower or the Apps.

We are not responsible for anything outside of the Apps. Now or in the future, the Content and Services may link you to other web sites or information, software, data, or other contents, on or off the Internet. These other sites or and contents are not the Apps of PatientsWithPower, and the information there is outside of our control. What does this mean? It means that we do not control, endorse, or review the content of these sites. We do not review the contents that may be reached by such links, and we are not responsible for such content. Your linking to any other pages on other sites is at your own risk. The information, software, data, or other contents (including opinions, claims, comments) contained in linked references are those of the companies responsible for such sites, and should not be attributed to us. We have not attempted to verify the truth or accuracy of any such opinion, claim, or comment, nor do we endorse or support them. We do not warrant, nor are we in any way responsible for, information, software, data, privacy policies, or other content that is outside of our control.

If you violate any of these Terms of Use, your permission to use the Content and Services automatically terminates and you must immediately destroy any copies you have made of any portion of the Content. (See "Termination" below.)

Use of Your Information

We respect the privacy of your personal information, and do our part to keep it safe and secure. We only use data you share with PatientsWithPower and the Apps as stated in the PatientsWithPower Privacy Statement, your personal privacy settings, and applicable law. If you create, transmit, or display health and wellness or other information while using the Apps, you agree to do so with information that you own or have the right to use.

We cannot control external communications, so e-mails, SMS messages and text messages transmitted out of the Apps may not be secure. Email and short message service (SMS) or text message communications from the Apps are not encrypted, and this information is not secured. You can opt out of receiving email, SMS, and text messages. However unlikely, it is possible for these communications to be intercepted or accessed without your authorization, and by using the Apps, you release the Company from any liability arising from or related to any such unauthorized access.

International Members

We make no claim that Content or Services are appropriate or may be downloaded outside of the United States. Personal information ("Information") that is submitted to the Company or the Apps will be collected, processed, stored, disclosed and disposed of in accordance with applicable U.S. law and our Privacy Statement. If you are a non-U.S. member, you acknowledge and agree that the Company and the Apps may collect and use your Information and disclose it to other entities outside your resident jurisdiction. In addition, such Information may be stored on servers located outside your resident jurisdiction. U.S. law may not provide the degree of protection for Information that is available in other countries. By providing us with your Information, you acknowledge that you consent to the transfer of such Information outside your resident jurisdiction as detailed in our Privacy Policy. If you do not consent to such transfer, you may not use the Apps, our Content, or Services. The product information provided on

the Apps is intended only for residents of the United States. Products identified on this site may have different product labeling and disclosure requirements in different countries. If you are located outside of the United States, you acknowledge that you are responsible for any consequences that You or PatientsWithPower may incur as a result of any Information that you may provide to PatientsWithPower in violation of the laws in any jurisdiction where You may be located.

Property Rights

The Company owns or has rights to the Apps and its Content and Services. When you use the Apps you do so under a license from us. Your license to use the Apps is personal, revocable, non-assignable, and nonexclusive. This means that you may not use the Apps for any commercial purpose, that we can take away your right to use the Apps, that you cannot give this license away to someone else, and that other members can use our Content and Services. All right, title and interest in and to the Apps or the Content and any derivative works of the Apps or the Content, together with all intellectual property rights embodied therein are the property of the Company or our affiliates. Rights retained by other parties in the Content, such as our Medical Experts, are their respective rights.

You must ask our permission to use our Trademarks. We have obtained or applied for various Trademarks and service marks. PatientsWithPower, the PatientsWithPower logo, other PatientsWithPower Trademarks and service marks and other PatientsWithPower logos and product and service names are our trademarks (the "PatientsWithPower Marks"). If you would like to use or display any PatientsWithPower Marks, you must ask our permission. Without our prior written permission, or according to the terms and guidelines we will publish in a media section of the Apps, you agree not to display or use in any manner the PatientsWithPower Marks. All trademarks, brands, and content on PatientsWithPower are the property of their respective owners.

You agree not to infringe our Copyrights, Trademarks, Trade Secrets or other intellectual property rights. You agree not to engage in any activity constituting copyright infringement with respect to the Content. You may not reproduce, create derivative works of, distribute, publicly perform or publicly display the Content or any portion thereof without our prior written consent. You may, however, use the Apps as they are designed and intended to be used, including using features of the Apps which allow you to re-post Content, such as those which permit you to distribute Content through other third party applications and mediums, such as Facebook or Twitter, so long as you do not modify that Content or the functionality of those features in any way. This right to re-post Content does not create for you or grant to you any additional rights in such Content. Additionally, you may not use any metatags or any other "hidden text" utilizing the name "PatientsWithPower" without our prior written permission.

You agree not to access, view, or use our Data without our Permission. You agree not to access, attempt to access, request access not authorized by PatientsWithPower or the Apps or use any PatientsWithPower data or data from the Apps without our Permission. This means that you agree not to transmit, download, upload, post, sell, rent, license, transfer, disclose, mirror, frame, reverse engineer, decompile, disassemble, or use any aspect of the Apps or any Content, in whole or in part, in any form or by any means.

Contact us if you believe information on our website infringes your copyright. If you believe any materials accessible on or from the Company or the Apps infringe your copyright, you may request removal of those materials (or access thereto) from us by contacting and providing us with information.

Member Submissions: Content

The personal information you submit to PatientsWithPower and the Apps is governed by the [PatientsWithPower Privacy Statement](#), the terms of which shall govern in the event of any inconsistency with this Agreement.

You agree that you will not upload or transmit any communications or content of any type that infringes or violates any rights of any party. Engaging in any

conduct that restricts or inhibits any member's use or enjoyment of the Apps, or which, in our sole judgment, exposes the Company or any of our customers, partners or suppliers to any liability or detriment of any type is prohibited.

IN CONSIDERATION FOR PERMISSION TO USE THE APPS YOU AGREE TO ABIDE BY ALL OTHER TERMS OF USE WHEN POSTING AND NOT TO DO ANY OF THE FOLLOWING, WHICH CAN RESULT IN YOUR IMMEDIATE ACCOUNT CANCELLATION:

- Only Adults May Post. Minors may not create their own profiles on the Apps. The Company and the Apps do not permit the posting of questions by persons under 13 years of age. Caregivers may post educational questions related to authorized care recipients (such as the mother posting questions about an infant).
- No Posting of Personally Identifiable Information. Do not post name(s), email address(es), or telephone number(s), URLs, or any other confidential or personally identifiable information for you or any other person or entity on the Apps.
- No Posting for Illegal Purposes. Do not use the Apps for any purpose in violation of local, state, federal, or international laws.
- No Infringing or Impersonating Postings. Do not post material that infringes on the copyrights or other intellectual property rights of others or on the privacy or publicity rights of others; do not post impersonating another person or entity.
- No Inappropriate Postings. Do not post material that is unlawful, obscene, derogatory, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by us in our sole discretion.
- No Promotions or Links. Do not post advertisements or solicitations or links to other websites or individuals.

- No Spam or Schemes. Do not post the same question more than once or "spam" the forum; no posting of chain letters or pyramid (or other) schemes.
- No Detrimental Behavior. Engaging in any other conduct that restricts or inhibits any other person from using or enjoying the Public Area or the Apps, or which, in the judgment of the Company, exposes us or any of our members, partners, or suppliers to any liability or detriment of any type.

You agree to our enforcement of these Terms and Conditions and the Rules. By using (including by accessing or attempting to access) the Apps, you agree we have the right (but are not obligated) to: investigate an allegation that a communication or Content does not conform to these Terms and Conditions and determine in our sole discretion to remove or request the removal of the communication or Content; remove Content (including member-submitted questions) that we determine, in our sole discretion, to be abusive, illegal, or disruptive, or that otherwise fails to conform to these Terms and Conditions; terminate a member's access to the Apps upon any breach of any of these Terms and Conditions; terminate a member's access to the Apps if the member's registration information and/or email address is no longer valid; and remove any communication in the Apps; regardless of whether such communication violates these standards. We reserve the right to take any other action we deem necessary to protect the personal safety of our guests, visitors, and the public.

Only submit what you have a right to submit. If you make any such submission you agree that you will not send or transmit to the Apps or the Company by email, (including through the email addresses listed on the "Contact Us" page) or otherwise any communication or content that infringes or violates any rights of any party. If you submit any business information, idea, concept or invention to the Apps or the Company by email or otherwise, you agree such submission is non-confidential for all purposes.

Be a responsible and sensitive community member. It is strictly prohibited to upload media of any kind that contain expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit, medically inappropriate, or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these Terms and Conditions our Privacy Statement or any other Company policy.

Don't upload any viruses or software. You agree that you will not upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or this Web site.

You understand that we can review and reject any submission. We reserve the right to review all media or any other submission prior to or after submission to the site and to remove any media or any submission for any reason, at any time, without prior notice, at our sole discretion.

Submissions: Ownership

You give us rights in what you submit. With the exception of any personal data or information you submit (which shall be maintained in accordance with our Privacy Policy) or other information governed by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), if you make any submissions (by email or otherwise) on, to or through the Apps or the Company, including but data, questions, comments, suggestions, business information, ideas, concepts or inventions, you make such submission without any restrictions or expectation of compensation or of confidentiality, and agree that your submissions may be used without restriction for any purpose whatsoever, and you automatically grant—or warrant that the owner of such content or intellectual property has expressly granted—the Company the complete right to freely use such submissions in any way, commercial or otherwise, and for any purpose whatsoever, including the right to use, reproduce, modify, adapt, publish,

transmit, translate, create derivative works from, publicly perform or display (in any media or form now known or hereafter developed), or otherwise communicate to the public, in the form of a royalty-free, perpetual, irrevocable, worldwide nonexclusive license. The Company may sublicense its rights. Such submissions will be treated as non-confidential and nonproprietary and will become the property of the Company, and the Company shall be free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Company or the Apps for any purpose whatsoever, including, without limitation, developing and marketing products using such information. **Don't submit anything to us if you don't want to give us rights to it. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, do not submit them on, through, or to the Company or the Apps, by email or otherwise.**

Personally Identifiable Information

Our members have a right to the privacy of their identity. The Company and the Apps do not disclose personally identifiable information about our members (please see our Privacy Statement for details), however you understand and agree that if you choose to enter into a Private Conversation with a Medical Expert on the Apps that personally identifiable information will be visible to that Medical Expert. You agree not to disclose personally identifiable information about other members that you encounter while using the Apps (whether posted in member profiles by a member or emailed to you by a member) without the express consent of such a person. As a reminder, we prohibit commercial use of the Apps, and these non-commercial use policies apply even to general (non-identifiable) information about other members.

Termination

All of our members are required to honor this Agreement. Your permission to use the Apps, Content, and Services ends immediately if you violate any of the terms of this Agreement. We may place limits on, modify, or terminate your right

to access and use the Apps and the Services and/or Content at anytime. This suspension or termination may delete information, files, and other previously available Content.

Changes to this Agreement

Occasionally we may update these Terms of Service. When we make changes, we will revise the "last modified" date at the top of this document. We encourage you to review these terms of service periodically. Your continued use of the Apps constitutes your agreement to the changed terms of service.

Indemnification

You agree to indemnify us and hold us harmless. You agree to indemnify and hold us harmless against any claims or losses imposed on, incurred by, or asserted as a result of or relating to: (a) your use of the Apps or the Content or Services; (b) your noncompliance with any of the terms and conditions hereof; and (c) any third-party actions related to or arising from your receipt or use of the Apps or the Content or Services, whether authorized or unauthorized under the Terms of Use.

Exclusion of Warranties

THE APPS AND THE CONTENT AND SERVICES ARE PROVIDED "AS IS." NEITHER WE, PATIENTSWITHPOWER MEDICAL EXPERTS, NOR ANY OF OUR LICENSORS MAKE ANY EXPRESS WARRANTIES, AND WE AND EACH OF THEM DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER WE NOR ANY OF OUR LICENSORS MAKE ANY WARRANTY THAT CONTENT OR SERVICES SATISFY GOVERNMENT REGULATIONS INCLUDING THOSE REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS. THE APPS AND THE CONTENT AND SERVICES WERE DEVELOPED FOR USE IN THE UNITED STATES, AND NEITHER WE NOR

ANY OF OUR LICENSORS MAKE ANY REPRESENTATION CONCERNING THE APPS AND THE CONTENT OR SERVICES WHEN USED IN ANY OTHER COUNTRY.

Limitation of Liability of the Company

We cannot and do not assume any responsibility or liability for any Content or other information you submit, or your, other members, or third parties' use or misuse of information or Content transmitted or received using the Apps, our tools or our Services.

The use of the Apps and the Content and Services is at your own risk. The Apps and the Content are provided on an "as is" basis. NEITHER WE, PATIENTSWITHPOWER MEDICAL EXPERTS, NOR ANY OF OUR LICENSORS MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES, EVEN IF THE PARTY KNOWS OR SHOULD KNOW THAT OTHER DAMAGES ARE POSSIBLE, OR THAT DIRECT DAMAGES ARE NOT A SATISFACTORY REMEDY. THE LIMITATIONS IN THIS SECTION APPLY TO YOU ONLY TO THE EXTENT THEY ARE LAWFUL IN YOUR JURISDICTION. WE DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. Specifically, and without limiting the foregoing, We, our licensors, and our suppliers, make no representations or warranties about:

1. The accuracy, reliability, completeness, currentness, or timeliness of the Content provided on or through the use of the Apps, whether by the Company or any other party; or
2. The satisfaction of any government regulations requiring disclosure of information on prescription drug products or the approval or compliance of any software tools with regard to the Content contained on or in the Apps.

Specific Limitation of Liability Regarding Expert Content. Content on the site created, submitted or validated by Medical Experts or other healthcare experts on the Apps (collectively, "Expert Content") are subject to the following additional terms and conditions. (When we use the term Content elsewhere in this TOU, this term includes Expert Content.) The authors or third party posting such content ("Posters") are solely responsible for their content. While we hope that you will find the Expert Content informative and educational, neither we nor the Poster make any representations or warranties with respect to any information offered or provided within or through the Expert Content regarding treatment of medical conditions, action, or application of medication. Posters are solely responsible for their content. Under no circumstances, as a result of your use of the Expert Content or this Site, will the Expert Content Poster or such Poster's employer or sponsor be liable to you or to any other person for any damages or harm—including any direct, indirect, special, incidental, exemplary, consequential or other damages under any legal theory, including, without limitation, tort, contract, strict liability or otherwise, even if advised of the possibility of such damages. Without limiting the generality of the foregoing, the Poster (and such Poster's employer and/or sponsor) shall have absolutely no liability in connection with the Company or the Apps for: (a) any loss or injury caused, in whole or in part, by the Poster's actions, omissions, or negligence, in procuring, compiling, or delivering information within or through Expert Content; (b) any errors, omissions, or inaccuracies in such information regardless of how caused, or delays or interruptions in delivery of such information; or (c) any decision made or action taken or not taken in reliance upon such information. This means you should not rely on the Expert Content or make medical or other important decisions based on it, and it also means that the Posters are not responsible for what you do or don't do with the Content. For medical advice, treatment, or diagnosis, see your personal physician or expert healthcare provider. You agree to indemnify and hold the Poster (and the Poster's employer and/or sponsor) harmless from any claim or demand, including attorneys' fees, made by any third party as a result of

(1) any content posted or made available by you through Expert Content, (2) any violation of law that occurs by you through your use of Expert Content or the Apps, and/or (3) anything you do using Expert Content, the Apps, and/or the information contained therein.

NEITHER US, OUR MEDICAL EXPERTS, OR ANY OF OUR LICENSORS MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN ONE HUNDRED DOLLARS (\$100).

The Company, its licensors, its suppliers, or any third parties mentioned on the Apps are not liable for any personal injury, including death, attributable to or caused by your use or misuse of the Apps or Content (including member supplied Content or Medical Expert supplied Content). Any claims arising in connection with your use of the Apps or any Content must be brought within one (1) year of the first date of the event giving rise to such action. Remedies under these Terms and Conditions are exclusive and are limited to those expressly provided for in these Terms and Conditions. Limitations of liability in this section do not apply to breaches of intellectual property provisions by you or your indemnification obligations relating hereunder.

Remedies

IF YOU ARE DISSATISFIED WITH ANY OF THE CONTENT OR MATERIALS ON OR IN THE APPS, OR ANY SERVICES OR INFORMATION AVAILABLE THROUGH THE APPS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE APPS. THIS LIMITATION APPLIES EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

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Certain Content may be licensed from third-parties. The licenses for some of this Content may contain additional terms. When such Content licenses contain additional terms, we will make these terms available to you on those pages, in

the Terms of Use or in the Additional Information section of the Apps (which is incorporated herein by reference).

General Legal Terms

This Agreement, and the other agreements referenced in it (like our Privacy Policy), is the entire agreement between you and us relating to the Apps. This Agreement replaces any prior agreements unless such prior or subsequent agreement explicitly provides otherwise and specifically references this agreement. If there is any conflict between this agreement and a mutually signed written agreement between you and us related to the Apps, the signed written agreement will control.

Other parties may have rights under this agreement. A "third party beneficiary" is another party (for example, a company) who is not directly mentioned in an agreement, but who may have some rights arising out of an agreement. Our licensors may be third party beneficiaries to this Agreement pursuant to our agreements with them. To the extent our licensors are third party beneficiaries to this Agreement, the rights and protections provided to us under this Agreement inure to their benefit. Other than these licensors, there are no other third party beneficiaries to this Agreement. The parties are independent contractors, and nothing in this agreement creates an agency, partnership, or joint venture. If we provide you with a translation of the English language version of this agreement, the English language version of this agreement will control if there is any conflict.

If we choose not to enforce any provision of this Agreement, we still keep the right to enforce it in the future. This means that the failure to enforce any provision of this Agreement does not constitute a waiver of that provision. If any provision in this Agreement is found to be unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

This agreement is governed by California law, excluding California's choice-of-law rules. THE EXCLUSIVE VENUE FOR ANY DISPUTE RELATING TO THIS

AGREEMENT IS SANTA CLARA COUNTY, CALIFORNIA. YOU AND US
CONSENT TO THE PERSONAL JURISDICTION OF THESE COURTS. Nothing
in this agreement limits either party's ability to seek equitable relief.

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