

# Hospicelink Website Terms of Use

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These Terms of Use describe the rules for using this Site. These Terms of Use constitute a legally binding agreement between you, the person using this Site, and Hospicelink. By using this Site, you agree to the most-recent Terms of Use as well as the most-recent version of our Privacy Policy.

The Effective Date of these Terms of Use is September 11, 2017.

## **CHANGES TO TERMS OF USE**

Hospicelink may change these Terms of Use at any time, and such changes will be posted on this page or a similar page of this Site with the effective date of such changes. It is your responsibility to review these Terms of Use each time you use this Site. By continuing to use this Site, you agree to be bound by any changes to these Terms of Use.

## **PRIVACY POLICY**

By using our Site, you also agree to the terms in our Privacy Policy, which explains what information we collect, how we gather and use the information, our policies for protecting and disclosing information, and the options you have regarding your information. Click here to view the [Hospicelink Privacy Policy](#).

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## **LIMITATIONS ON USE**

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#### **NO ADVICE**

The Content on this Site is for your general information only. You understand and agree that Hospicelink is not in the practice of medicine and that the Content on this Site is not intended and does not constitute a substitute for competent medical advisors. The Content on this Site cannot, and is not intended to, replace the relationship that you have with your health care professionals. If you are experiencing a medical emergency, you should not rely on the Content on this Site and should seek appropriate emergency medical assistance, such as calling "911".

#### **POSTING MESSAGES, COMMENTS OR OTHER CONTENT**

Certain portions of this Site may be configured to permit you and other visitors to post messages, comments, or other content. Any such message, comment, or other content is only the opinion of the poster, and should not be relied upon for any purpose. You agree not to post any message, comment, or other content:

- which is profane, libelous, defamatory, obscene, pornographic, indecent, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable; or
- the transmission of which could violate or facilitate the violation of, any applicable law, regulation, or intellectual property rights.

You are solely responsible for any postings you submit. Hospicelink assumes no responsibility or liability for any postings submitted by you or any other visitor to this Site. You agree that Hospicelink has the right to use any ideas, comments, concepts, suggestions, feedback, recommendations, requests, and/or any other information you provide, post, transmit, communicate or submit through or on the Site or to us by suggestion form, box, link, prompt, or email or otherwise (“User Feedback”) for any purpose whatsoever, including but not limited to, incorporating User Feedback into or on the Site and you further agree that Hospicelink may use User Feedback without any attribution to you and that you are not entitled to any fee, royalty, commission, compensation, or payment of any sort whatsoever.

### **INTELLECTUAL PROPERTY RIGHTS**

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**Network Medical, Inc. d/b/a Hospicelink**  
**2625 2nd Ave N.**  
**Birmingham, AL 35203**  
**Attn: Patrick Kent, CFO**

The notice must include: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work

claimed to have been infringed; (c) identification of the material that is claimed to be infringing or the subject of infringing activity; (d) the name, address, telephone number, and email address of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA and should be sent to the address above.

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You agree that, regardless of the failure of the sole and exclusive remedy in these Terms of Use, neither you nor Hospicelink will be liable to the other for any incidental, consequential, special, indirect, punitive or exemplary damages of whatsoever kind or nature. You agree that the exclusion of incidental, consequential, special, indirect, punitive or exemplary damages is intended as an independent agreement apart from the sole and exclusive remedy in these Terms of Use. In no event shall you or Hospicelink be liable for any incidental, consequential, special, indirect, punitive or exemplary damages, including, without limitation, loss of profits, loss of anticipated profits, or business interruption, whether arising under these Terms of Use or otherwise, even if either party has been advised of the possibility of such damages or claim or could have foreseen any such damages.

Because some states do not allow the exclusion or limitation of liability for direct, consequential, incidental or certain other types of damages, some of the above limitations may not apply to you. In such states, Hospicelink's total liability to you is limited and warranties are excluded to the greatest extent permitted by law, but shall, in no event, exceed \$500.00.

## **INDEMNIFICATION**

You understand and agree that you are personally responsible for your behavior on the Site. You agree to indemnify, defend and hold harmless Hospicelink from and against all claims, losses, expenses, damages and costs, and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Site or the Content, or any violation by you of these Terms of Use.

## **HIPAA/HITECH**

Postings, comments, feedback or communications shall not contain protected health information. You are strictly prohibited from submitting postings, comments, feedback or communications that are considered to contain protected health information under the Health Accountability and Portability Protection Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

## **NO CHILDREN UNDER 13**

You represent and warrant that you are at least 13 years of age, and that if you are between 13 and 19 years of age a parent and/or guardian agrees to these Terms of Use on your behalf.

## **NO OFFERS**

The Site and the Content on the Site have been prepared for informational purposes only and are not to be construed as an offer to enter into a particular transaction.

## **ENTIRE AGREEMENT**

These Terms of Use incorporate by reference any notices contained on this Site and the Privacy Policy and constitute the entire agreement with respect to access to and use of this Site.

## **SEVERABILITY**

If any provision of these Terms of Use is held by a court of law with jurisdiction hereof to be unlawful, void or unenforceable, that provision shall be deemed severable from the remaining provisions and shall not affect the validity and enforceability of the remaining provisions of these Terms of Use.

## **GOVERNING LAW AND STATUTE OF LIMITATIONS**

The terms of these Terms of Use shall be governed by and construed in accordance with the internal laws of the State of Alabama, without regard for its conflicts of laws principles that would cause the application of the laws of another State. All disputes, litigation, proceedings or other legal actions in connection with or relating to these Terms of Use (a "Proceeding") shall be instituted only in the courts of the State of Alabama sitting in Birmingham, Alabama, or, subject to applicable jurisdictional requirements, the United States District Court for the North District of Alabama sitting in Birmingham, Alabama (the "Applicable Courts"), and you hereby unconditionally and irrevocably submit to the exclusive personal jurisdiction of the Applicable Courts with respect to any Proceeding, and further agree to refrain from instituting any such Proceeding in any other court and from seeking to remove any such action or proceeding from the Applicable Courts.

Before seeking legal recourse for any harm you believe you have suffered arising from or related to your use of this Site or these Terms of Use, you agree to inform us in writing and to give us 30 days to cure the harm before initiating any action. You must initiate any cause of action within one year after the claim has arisen, or you will be barred from pursuing any cause of action.

## **NOTICES AND CONTACT INFORMATION**

To provide notice to us by email regarding these Terms of Use or the operation of the Site itself, contact us at [patrick.kent@hospicelink.com](mailto:patrick.kent@hospicelink.com). To provide notice to us by mail:

**Network Medical, Inc. d/b/a Hospicelink**  
**2625 2nd Ave N.**  
**Birmingham, AL 35203**  
**Attn: Patrick Kent, CFO**

## **ADDITIONAL TERMS**

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