

HEALTHINFOSTAT.COM TERMS OF USE
Last Updated on July 7, 2007

The HealthInfoSTAT.com web site (the "Site") is a service of Health InfoSTAT, LLC, a Missouri limited liability company ("Health InfoSTAT", "us" or "we"). These HealthInfoSTAT.com Terms of Use ("Terms of Use") set forth the terms and conditions under which you may access and use the Site and any services available on the Site including, without limitation, the personal health record service available on the Site (the "Service"). In these Terms of Use, the terms "you" and "your" means any person or entity using the Site.

BY ACCESSING OR USING THE SITE AND/OR BY CHECKING THE BOX BELOW SIGNIFYING YOUR ACCEPTANCE OF THESE TERMS OF USE, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS (WITHOUT MODIFICATION), YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE SITE.

PLEASE NOTE THAT, NOTWITHSTANDING ANYTHING CONTAINED IN THESE TERMS OF USE OR ON THE SITE TO THE CONTRARY, THE SITE (INCLUDING, WITHOUT LIMITATION, THE SERVICE) IS PROVIDED WITHOUT ANY WARRANTY AND SUBJECT TO LIMITATIONS ON OUR LIABILITY. THESE TERMS ARE IN SECTIONS 6.2 AND 7 BELOW.

WE MAY REVISE THESE TERMS OF USE AT ANYTIME. WHEN WE DO, WE WILL ALSO REVISE THE "LAST UPDATED" DATE AT THE TOP OF THESE TERMS OF USE. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE CURRENT TERMS OF USE. THE MOST CURRENT VERSION OF THE TERMS OF USE CAN BE REVIEWED BY CLICKING ON THE "TERMS OF USE" HYPERTEXT LINK LOCATED AT THE BOTTOM OF OUR WEB PAGES. YOUR CONTINUED ACCESS AND/OR USE OF THE SITE AFTER WE POST ANY REVISED TERMS OF USE CONSTITUTES YOUR AGREEMENT TO ANY SUCH REVISED TERMS OF USE.

1. General Use and Restrictions.

1.1 Use of Site. Subject to the further provisions set forth in these Terms of Use, you may access and use the Site solely for your personal use and, if applicable, as provided in Section 2.2 below. You agree not to access or use the Site for any other purpose including, without limitation, any purpose that is prohibited by these Terms of Use or is otherwise unlawful. You further agree to comply with all applicable U.S. and international laws, statutes, ordinances, regulations, contracts and applicable licenses regarding your use of the Site. We may, in our sole discretion, terminate or suspend your access to, and/or use of, the Site, or any portion thereof, at any time, with or without notice and for any reason (or no reason), and you agree that (a) if your authorization to access the Site is terminated, you will not thereafter access, or attempt to access, the Site, directly or indirectly, and (b) if your authorization to access the Site is suspended, you will not thereafter access, or attempt to access, the Site, directly or indirectly, until your suspension is removed and we give you express notice thereof.

1.2 Information Provided. If you provide any information to us, you agree to provide only true, accurate, current and complete information. You further agree that you will not provide any information (including, without limitation, documents relating to your or another person's personal health record) to the Site (a) may infringe a copyright or trademark, or any other intellectual property right, (b) may violate the privacy rights of another, or (c) may violate any applicable municipal, state or federal law, rule, regulation or ordinance, in each instance when used as contemplated by the Site. We do not have any obligation to monitor the Site. However, we reserve the right at all times to change, edit, remove, move and/or fail to post any information or other materials for any reason whatsoever in our sole and absolute discretion.

1.3 Use of Content. You may make a single copy and/or print a single copy of any information displayed or transmitted on the Site (collectively, "Content") that you are authorized to access.

1.4 Restrictions. Except as expressly provided in Section 1.3 above, you agree that you will not reproduce, alter, modify, create derivative works, or publicly display any Content without first receiving our express written permission. You further agree not to, without first obtaining our express written permission, (a) use any of our trademarks as metatags on other web sites, (b) use the Site in any manner that is illegal or impairs the operation of

the Site or its availability or usage by others, and/or (c) display any part of the Site in frames (or any Content via in-line links). You further agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the Site, and not to insert any code or product or manipulate the Site in any way that affects the user's experience including, without limitation, taking any action that imposes, or may impose, an unreasonable or disproportionately large load on the Site. You further agree not to use any data mining, web crawlers, robots, cancelbots, spiders, Trojan horses, or any data gathering or extraction method in connection with your use of the Site except for customary search engines used in accordance with automated instructions directed to search engines and available on the Site.

2. The Service.

2.1 Account and Password. If we issue an account to use the Service to you (an "Account"), we will also issue a username and/or password for such Account to you (each user of the Service that is issued an Account (including a Related Account) shall be referred to herein as a "Member"). You may not authorize any third party to access and/or use your Account on your behalf. Accordingly, you agree to protect your username and password by, among other things, keeping your password and other information relating to your Account confidential. If, notwithstanding the foregoing obligation, you allow another party to use your Account, you will be responsible for all use by the party using your Account. For some parts of the Service, we may notify you that you may set up additional member accounts that are dependent on your account (each a "Related Account"). You are responsible for all activity that takes place with your Account and all Related Accounts. Notwithstanding anything in these Terms of Use to the contrary, if you are the user of a Related Account, the holder of the Account that set up your Related Account shall have full control over your Related Account. This includes, without limitation, the right, close or alter your Related Account at any time, and, in some cases, to request and receive machine and service use information related to your associated account.

2.2 Use and Access. If you are a Member, subject to the terms and conditions set forth in these Terms of Use including, without limitation, the payment of applicable fees, you may use and access the Service solely for the purpose of storing and maintaining (a) your personal health record and related information, and/or (b) one or more of your immediate family member's personal health records and related information provided that you have the legal authority to do so. A Member may designate some or all of the information stored in that Member's Account to be available to health care providers and/or others ("Designees") that enter an access code provided by the Member. If you are a Designee and have been provided an access code by a Member, you may use the Service to access only the information on the Site about that Member and available through that access code. The Service may only be used to provide information to us if you are located in the United States and may not be used to provide information to us if you are located outside the United States.

2.3 RELEASE OF INFORMATION. IF YOU ARE A MEMBER, YOU AUTHORIZE AND CONSENT TO (A) OUR RELEASE OF ALL PERSONAL HEALTH RECORD, CONFIDENTIAL AND/OR OTHER INFORMATION STORED IN YOUR ACCOUNT TO THE INDIVIDUALS AND/OR ENTITIES TO WHOM YOU GIVE AN ACCESS CODE TO AND TO OTHERS THAT YOU DESIGNATE TO US, AND (B) OUR RELEASE OF ANY PERSONAL HEALTH RECORD, CONFIDENTIAL AND/OR OTHER INFORMATION NECESSARY TO SATISFY THE LAW, REGULATION, OR GOVERNMENT REQUEST. YOU MAKE SUCH AUTHORIZATION AND CONSENT ON BEHALF OF YOURSELF AND ANY OTHER INDIVIDUAL WHOSE INFORMATION IS STORED IN YOUR ACCOUNT AND/OR A RELATED ACCOUNT. NOTHING IN THESE TERMS OF USE (INCLUDING, WITHOUT LIMITATION, THIS SECTION 2.3) SHALL LIMIT OUR RIGHT TO MAKE DISCLOSURES CONTEMPLATED BY OUR PRIVACY POLICY (www.healthinfolstat.com/privacyPolicy.asp).

2.4 Term of Service. Subject to earlier termination as provided in these Terms of Use, each Account is established for a period of one year from the date the applicable annual fee is paid. Automatic renewal is available as a subscription option. We may terminate or suspend your use of the Service or the Service at any time without notice. If we terminate your use of the Service in its entirety and without cause, then you will be entitled to a refund, on a pro-rata basis, of the amount of payments that you have made corresponding to the portion of your Service remaining as of the date of termination. You shall remain liable for any fees accrued prior to the date of termination.

3. Fees.

3.1. General. Applicable fees for the Service and related services are set forth on Fee List (www.healthinfostat.com/feeSchedule.html). You agree to pay any applicable fees and any value added, sales or other taxes, if any, which we are required to collect with respect to your Account. Except as provided in Section 2.4 above, all fees are nonrefundable.

3.2. Fee Changes. The applicable fees may be changed upon not less than thirty (30) days' notice to you. All changes will be posted on the Site, and you are responsible for reviewing pricing information posted on the Site regularly to obtain timely notice of such changes. If you paid an annual fee and that fee is changed, the change will go into effect for you, when your Account is renewed.

3.3. Payments. Payment of your account balance is due annually, in advance and must be made by the credit or debit card designated by you.

3.4. Payment Method. If the payment method for your account is by credit or debit card and we do not receive payment from the card issuer or its agents, you agree to pay all amounts due upon demand. Each time you use the Site, you agree and reaffirm that Health InfoSTAT is authorized to charge your designated card.

3.5. Notification of Changes. You agree to promptly notify us of changes to (a) the account number or expiration date of your designated card, and (b) your billing address. You also agree to promptly notify us if your card is canceled (e.g., for loss or theft).

3.6. Rejected Charges and Late Payments. Without limiting any other rights and/or remedies, we shall have the right to suspend or terminate your access to any part or all of the Site without notice upon rejection of any card charges or if your card issuer (or its agent or affiliate) seeks return of payments previously made to us when we believe you are liable for the charge. You agree to pay a late charge on all amounts due but not timely paid and which remain unpaid for thirty (30) days after being billed. The late charge will equal one and one-half percent (1-1/2%) of the past due amount per month until paid or, if such rate is in excess of the allowable rate, the maximum rate allowed by law.

4. Linking and Third Party Dealings.

4.1 Links to External Sites. We may provide hyperlinks to other web sites and Internet resources operated by parties other than Health InfoSTAT. We have no control over such sites and resources or their privacy policies. Such hyperlinks are provided for your reference only. The inclusion of hyperlinks to such web sites does not imply any sponsorship, affiliation or endorsement of the material on such web sites or with their operators.

4.2 Linking to the Site. Subject to the further provisions of this Section 4.2, we welcome links to the Site from other web sites. If we demand that you not link to the Site, or any portion of the Site, you agree that you will not, directly or indirectly, link to the Site or such portion of the Site as directed in our demand, at anytime after such demand is made.

5. Intellectual Property.

5.1 General. Except for Content that is in the public domain, the Site and all Content, as well as the selection and arrangement of the Content, is owned by (or licensed to) Health InfoSTAT or its suppliers and is protected by copyright, trade dress, trademark, unfair competition, and/or other laws and may not be used, copied or imitated in whole or in part except as expressly provided herein. Except as otherwise expressly provided in these Terms of Use, all rights in and to the Site and Content are expressly reserved by Health InfoSTAT.

5.2 Submissions. By uploading or otherwise submitting information to the Site including, without limitation, personal health information about you or another and other materials (collectively, "Contributions"), you automatically grant, or warrant to us that the copyright owner of such Contribution has expressly granted, to us a perpetual, royalty-free, irrevocable, worldwide, non-exclusive, sublicensable (through multiple tiers) license to use, reproduce, create derivative works from, store, publish, and distribute such Contributions (in whole or part) and to

incorporate such Contributions (in whole or in part) into the applicable health profile, in each instance in any media now known or not currently known.

5.3 Policy, Notices and Procedures Regarding Claims of Copyright Infringement. Health InfoSTAT respects the intellectual property rights of others. Accordingly, without limiting any other right we have to terminate your Account or your access to the Site, we may, in appropriate circumstances and at our discretion, terminate your Account and your access and use of the Site if we believe that you infringe the intellectual property rights of others or are aiding or threatening such infringement. If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, you may notify our agent as provided in this Section 5.3. Pursuant to Title 17, United States Code, Section 512(c)(2), Health InfoSTAT designates _____ as its agent designated to receive notification of claimed copyright infringement (“Designated Agent”). The address of the Designated Agent is _____ U.S.A. The telephone number of the Designated Agent is _____. The email address of the Designated Agent is _____.

6. Warranties and Disclaimer.

6.1 Warranties and Indemnification. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT TO SUBMIT ANY INFORMATION THAT YOU SUBMIT TO THE SITE INCLUDING, WITHOUT LIMITATION, ANY AND ALL HEALTH INFORMATION THAT YOU SUBMIT ABOUT YOU AND/OR ANY OTHER INDIVIDUAL. You further represent and warrant that (a) no information submitted by you, and/or through your Account, will violate, plagiarize, or infringe any right of any third party, including, without limitation, any copyright, trademark, trade secret, privacy or other personal or proprietary right, (b) Health InfoSTAT’s use or other exercise of its rights in such information including, without limitation, any disclosures of such information that Health InfoSTAT may make as contemplated by the Service will not violate, plagiarize, or infringe upon the rights of any third party, including, without limitation, any copyright, trademark, trade secret, privacy or other personal or proprietary right, (c) all information that you submit to the Site is accurate, and (d) if you are accessing the Site using the access code of a Member, you have the authority of the Member to do so. You hereby agree to indemnify and hold harmless Health InfoSTAT and its affiliates, officers, directors, employees, shareholders, information providers, suppliers and licensees (collectively, "Indemnified Parties") from and against any and all liability and costs, including, without limitation, reasonable attorney’s fees, incurred by the Indemnified Parties in connection with any claim arising out of (a) your access and/or use of the Site, (b) any breach of any of these Terms of Use by you or, if applicable, any user of your account, (c) if you are a Member, any allegation brought against us by any of your Designees, (d) if you are a Designee, any claim brought against us by the applicable Member, and/or (e) any allegation which, if true, would constitute a breach of any of these Terms of Use by you or, if applicable, any user of your Account including, without limitation, any allegation brought for injury, death, loss or damages arising in whole or in part out of your provision of incomplete or inaccurate information to the Site.

6.2 Disclaimer. The Site (including, without limitation, the Service) is provided on an "AS IS", “WITH ALL FAULTS”, AND “AS AVAILABLE” basis. We do not promise or warrant that any aspect of the Site including, without limitation, the Service will work properly or will be continuously available and we assume no liability or responsibility for any error or omission in respect of the Site including, without limitation, the Service. You assume all responsibility for ensuring the personal, medical and health information you provide to the Service is accurate and complete and that such information is up to date and current, and we assume no responsibility for ensuring that such information that you provide to the Service is accurate and complete or up to date and current. ANY CONTENT (INCLUDING, WITHOUT LIMITATION, ANY CONTRIBUTIONS) DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE (INCLUDING, WITHOUT LIMITATION, THE SERVICE) IS DONE AT YOUR SOLE DISCRETION AND RISK. WE AND OUR SUPPLIERS HEREBY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, COMPATIBILITY, SECURITY, QUALITY, TIMELINESS, AVAILABILITY, COMPLETENESS, RELIABILITY, ACCURACY, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT WE AND/OR ANY OF OUR SUPPLIERS KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR ARE OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), IN EACH INSTANCE IN RESPECT OF THE SITE (INCLUDING, WITHOUT LIMITATION, THE SERVICE). FURTHERMORE, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF TITLE AND/OR NON-INFRINGEMENT IN RESPECT OF THE SITE (INCLUDING, WITHOUT LIMITATION, THE SERVICE).

Some jurisdictions do not allow implied warranties to be excluded or modified, so not all of the above limitations may apply to you.

7. Limitation of Liability. EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL HEALTH INFOSTAT AND/OR ITS SUPPLIERS BE LIABLE FOR (A) ANY DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM, OR RELATED TO, THE LOSS, DELAY OR INABILITY TO USE THE SITE (INCLUDING, WITHOUT LIMITATION, THE SERVICE), THE LOSS OF ANY CONTENT OBTAINED THROUGH THE SITE (INCLUDING, WITHOUT LIMITATION, THE SERVICE), AND/OR (B) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OF USE AND/OR OTHERWISE ARISING OUT OF THE USE OR PERFORMANCE OF THE SITE (INCLUDING, WITHOUT LIMITATION, THE SERVICE), IN EACH OF (A) AND (B) ABOVE WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE AND EVEN IF HEALTH INFOSTAT AND/OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ALL EVENTS, HEALTH INFOSTAT'S AND ITS SUPPLIERS AGGREGATE LIABILITY FOR CLAIMS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OF USE AND/OR THE USE OR PERFORMANCE OF THE SITE (INCLUDING, WITHOUT LIMITATION, THE SERVICE) WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE SHALL BE LIMITED TO THE GREATER OF (A) \$5.00, OR (B) THE AMOUNT YOU PAID TO HEALTH INFOSTAT DURING THE ONE (1) YEAR PERIOD PRIOR TO THE ACCRUAL OF THE CLAIM, IF ANY. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

8. Release. In the event that you have a dispute with one or more users of the Site or any other person or entity arising from your use of the Site (such as, without limitation, (a) an individual or entity that you provide information to us about, (b) an individual or entity that provides information to us about you, and/or (c) an individual or entity that you give an access code to), you release Health InfoSTAT (and its officers, directors, agents, affiliates, suppliers and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute. If you are a California resident, you waive California Civil Code §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." Whether or not you are a California resident, you waive and relinquish all rights and benefits under any legal principle with the similar affect of California Civil Code §1542 in any jurisdiction with respect to the release granted above in this Section 8.

9. Modifications to the Site or Service. For the avoidance of doubt, (a) we may modify, suspend, discontinue and/or restrict the use of all or any portion of the Site including, without limitation, the Service and/or the availability of any data or other information contained on the Site (including, without limitation, the Service) at any time for any reason (or for no reason) and without notice or liability, and (b) we may, with or without notice to you, change any of the services offered on the Site (including, without limitation, the Service) including, but not limited to, hours of operation, menu structures, access procedures, software commands, documentation, suppliers and/or other services.

10. Trademarks. Health InfoSTAT, HealthInfoSTAT.com and all related logos, products and services described in the Site are either trademarks or registered trademarks of Health InfoSTAT, LLC or its licensors, and, except as expressly provided in Section 1.3 above, may not be copied, imitated or used, in whole or in part, without our prior written permission. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Health InfoSTAT, LLC or its licensors and may not be copied, imitated, or used, in whole or in part, without our prior written permission.

11. Governing Law and Jurisdiction. The Site is hosted on servers located in the United States and is intended to be viewed by residents of the United States. These Terms of Use are governed by the laws of the State of Missouri, USA, except for its conflict of laws provisions. In the event you desire to initiate any suit against Health InfoSTAT arising out of or relating to the Site (including, without limitation, the Service) and/or these Terms of Use, you agree to bring such suit in the federal courts sitting in St. Louis, Missouri, USA unless no federal subject matter

jurisdiction exists, in which case you agree to bring such suit in the state courts sitting in St. Louis County, Missouri, USA. You further agree that we may initiate a suit against you arising out of or relating to the Site (including, without limitation, the Service) and/or these Terms of Use in such courts and you hereby waive all rights you may have or which may hereafter arise to contest jurisdiction or venue in such courts.

12. Miscellaneous. These Terms of Use including, without limitation, and any other terms and conditions that may appear on the Site from time-to-time (such as, without limitation, additional representations that we may ask you to make when submitting information to the Site) contain the full understanding with respect to your use and access of the Site (including, without limitation, the Service) and supersede all prior agreements, terms, conditions and understandings, both written and oral, with respect to such use and access of the Site (including, without limitation, the Service). You may not transfer any rights or obligations you may have to your Account or under these Terms of Use without our prior written consent. We may transfer our rights under these Terms of Use without your consent. If any portion of these Terms of Use is held to be invalid or unenforceable, the invalid or unenforceable portion shall be modified in accordance with the applicable law as nearly as possible to reflect the original intention of the applicable provision, and the remainder of these Terms of Use shall remain in full force and effect. A printed version of these Terms of Use of Use and of any notices given to you in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The failure of Health InfoSTAT to insist upon or enforce strict performance by you of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. None of our rights or remedies conferred by these Term of Use are exclusive of any other right or remedy conferred herein or by law or in equity; rather, all of such rights and remedies are cumulative of every other such right or remedy and may be exercised concurrently or separately from time-to-time. If we brings any suit against you to enforce these Terms of Use or otherwise in connection with your use and/or access of the Site, you agree that if we prevail in such suit we shall be entitled to recover all costs and expenses incurred in such suit including reasonable attorneys' fees. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Use. We may provide notice to you relating to the Site (including, without limitation, the Service) and/or these Terms of Use by sending an e-mail to your last known e-mail address, and any such notice shall be deemed given and received on the day it is sent. You agree that any cause of action that you may desire to bring arising out of or related to these Terms of Use and/or the Site must commence within one (1) year after the cause of action arises; otherwise, such cause of action shall be permanently barred. You may not use the Site or export the Content in violation of U.S. export laws and regulations.