

Terms of Use

Your Agreement with PrecisionVBM/MDWaitingRoom

A. Not Medical Advice

PRECISIONVBM/MDWAITINGROOM does not offer medical advice. Please consult your doctor or other qualified healthcare provider if you have any questions about a medical condition, or before taking any drug, changing your diet, or commencing or discontinuing any course of treatment. Do not ignore or delay obtaining professional medical advice because of information accessed through PRECISIONVBM/MDWAITINGROOM. Call 911 or your doctor for all medical emergencies.

B. Your use of PRECISIONVBM/MDWAITINGROOM is governed by this agreement.

3. Your Account and Use of PRECISIONVBM/MDWAITINGROOM

You must provide accurate and complete registration information any time you register to use PRECISIONVBM/MDWAITINGROOM. You are responsible for the security of your passwords and for any use of your account. You must immediately notify PRECISIONVBM/MDWAITINGROOM of any unauthorized use of your password or account. Your use of PRECISIONVBM/MDWAITINGROOM and any content accessed through PRECISIONVBM/MDWAITINGROOM must comply with all applicable laws, regulations, and ordinances, including any laws regarding the export of data or software. You must be at least 18 years old to use PRECISIONVBM/MDWAITINGROOM. You may not access PRECISIONVBM/MDWAITINGROOM other than by the interfaces provided by PRECISIONVBM/MDWAITINGROOM or interfere with or disrupt the proper operation of PRECISIONVBM/MDWAITINGROOM.

4. Use of Your Information

If you create, transmit, or display health or other information including your use of media such as device functionality including camera while using PRECISIONVBM/MDWAITINGROOM, you may provide only information that you own or have the right to use. When you provide your information through PRECISIONVBM/MDWAITINGROOM, you give PRECISIONVBM/MDWAITINGROOM a license to use and distribute it in connection with PRECISIONVBM/MDWAITINGROOM and other PRECISIONVBM/MDWAITINGROOM services. However, PRECISIONVBM/MDWAITINGROOM may only use health information you provide as permitted by your use of the PRECISIONVBM/MDWAITINGROOM, your Sharing Authorization, and applicable law.

5. Content and Services Accessed through PRECISIONVBM/MDWAITINGROOM

PRECISIONVBM/MDWAITINGROOM may use the information provided as part of its relationship with your sponsoring organization that provided access for your use of the PRECISIONVBM/MDWAITINGROOM or individually provided by yourself and make third-party services available through PRECISIONVBM/MDWAITINGROOM. In order to use a specific service, you may choose to allow the Sponsoring Organization or other service provider to retrieve, provide, and/or modify

health and other information in your account or otherwise share your information with the Sponsoring Organization and or service provider or other organization that you grant to use the data by your use of PRECISIONVBM/MDWAITINGROOM. Once you enable, authorize, or share with a specific third-party service provider to view your information, these entities may continue to access any information provided that was provided prior the point where you stop using the applications or services provided by PRECISIONVBM/MDWAITINGROOM. Third-party service providers include both health care providers and other entities. It is your sole responsibility to review each such third-party service before using PRECISIONVBM/MDWAITINGROOM and sharing your information through or otherwise accessing it. PRECISIONVBM/MDWAITINGROOM may screen, modify, refuse, or remove certain content or third-party services, but is not responsible for and does not endorse any third-party content or services. PRECISIONVBM/MDWAITINGROOM further does not endorse any third-party service providers, other health care providers, products, services, opinions, or web sites accessed through PRECISIONVBM/MDWAITINGROOM. USE OF THESE SERVICES AND RELIANCE ON THIS CONTENT IS SOLELY AT YOUR OWN RISK. PRECISIONVBM/MDWAITINGROOM MAY NOT BE HELD LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF ANY THIRD-PARTY SERVICE OR CONTENT. Providers of these third-party services and/or content are PRECISIONVBM/MDWAITINGROOM' "Licensors".

6. PRECISIONVBM/MDWAITINGROOM Proprietary Rights

PRECISIONVBM/MDWAITINGROOM and its Licensors own all proprietary rights to PRECISIONVBM/MDWAITINGROOM. PRECISIONVBM/MDWAITINGROOM gives you a personal, revocable, non-assignable, and non-exclusive license to use PRECISIONVBM/MDWAITINGROOM.

7. Modification and Termination of PRECISIONVBM/MDWAITINGROOM

PRECISIONVBM/MDWAITINGROOM may place limits on, modify, suspend, or terminate PRECISIONVBM/MDWAITINGROOM generally, and may suspend or terminate your use of PRECISIONVBM/MDWAITINGROOM if you fail to comply with this agreement. This suspension or termination may delete your information, files, and other previously available content. If PRECISIONVBM/MDWAITINGROOM terminates PRECISIONVBM/MDWAITINGROOM or your use of PRECISIONVBM/MDWAITINGROOM, this agreement will also terminate, but Sections 3, 5, 7, 8, and 10-12 shall continue to be effective after this agreement is terminated.

8. Changes to this Agreement

PRECISIONVBM/MDWAITINGROOM may change this agreement and will post the modified agreement at www.PrecisionVBM/MDWaitingRoom.com. If you do not agree to the modified agreement, you should stop using PRECISIONVBM/MDWAITINGROOM. Your continued use of PRECISIONVBM/MDWAITINGROOM after the date the modified agreement is posted will constitute your acceptance of the modified agreement.

9. Indemnification

You will defend or settle any third-party claim against PRECISIONVBM/MDWAITINGROOM, any third-party PRECISIONVBM/MDWAITINGROOM feature providers or any of PRECISIONVBM/MDWAITINGROOM' other licensors arising out of or related to your use of PRECISIONVBM/MDWAITINGROOM.

10. Exclusion of Warranties

NEITHER PRECISIONVBM/MDWAITINGROOM NOR ANY OF PRECISIONVBM/MDWAITINGROOM' LICENSORS MAKE ANY EXPRESS WARRANTIES, AND EACH OF THEM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER PRECISIONVBM/MDWAITINGROOM NOR ANY OF PRECISIONVBM/MDWAITINGROOM' LICENSORS MAKE ANY WARRANTY THAT THE CONTENT IN PRECISIONVBM/MDWAITINGROOM SATISFIES GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS. CONTENT IN PRECISIONVBM/MDWAITINGROOM IS DEVELOPED FOR USE IN THE UNITED STATES, AND NEITHER PRECISIONVBM/MDWAITINGROOM NOR ANY OF PRECISIONVBM/MDWAITINGROOM' LICENSORS MAKE ANY REPRESENTATION CONCERNING THE CONTENT WHEN USED IN ANY OTHER COUNTRY.

11. Limitation of Liability

NEITHER YOU NOR PRECISIONVBM/MDWAITINGROOM OR ANY OF ITS 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. NEITHER YOU NOR PRECISIONVBM/MDWAITINGROOM OR ANY OF ITS LICENSORS MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN \$100. THE LIMITATIONS OF LIABILITY IN THIS SECTION DO NOT APPLY TO BREACHES OF INTELLECTUAL PROPERTY PROVISIONS OR INDEMNIFICATION OBLIGATIONS.

12. General Legal Terms

If you have not signed a separate written agreement with PRECISIONVBM/MDWAITINGROOM related to PRECISIONVBM/MDWAITINGROOM, this agreement is the entire agreement between you and PRECISIONVBM/MDWAITINGROOM related to PRECISIONVBM/MDWAITINGROOM, replacing any prior agreements. If there is any conflict between this agreement and a signed written agreement between you and PRECISIONVBM/MDWAITINGROOM related to PRECISIONVBM/MDWAITINGROOM, the signed written agreement will control. PRECISIONVBM/MDWAITINGROOM' Licensors may be third party beneficiaries to this agreement. 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. Failure to enforce any provision will not constitute a waiver of that provision. If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose. THE EXCLUSIVE VENUE FOR ANY DISPUTE RELATING TO THIS AGREEMENT IS EL DORADO COUNTY, CALIFORNIA. YOU AND

PRECISIONVBM/MDWAITINGROOMCONSENT TO THE PERSONAL JURISDICTION OF THESE COURTS.
Nothing in this agreement limits either party's ability to seek equitable relief through arbitration.