

## Terms of Use

**Introduction:** Welcome to the Physician Viewpoint web site (“Site”), which is registered to BayCare Health System, Inc. (“we,” “our,” or “us”).

You acknowledge that Vision Critical Communications (US), Inc. acts as a third party data processor for us. By accepting the Agreement, you acknowledge and accept that Vision Critical Communications (US), Inc. owns and operates the Site, and it stores data from the Site that is processed for us in its storage centers located in the country of Canada.

### **THIS SITE DOES NOT PROVIDE MEDICAL ADVICE.**

Please review the following Terms of Use Agreement (“Agreement”) that governs your use of the Site. **Please note that with each use of the Site, you unconditionally agree to follow and be bound by this Agreement.** If you do not agree to these terms, you should not review information on or use the Site. Although you may bookmark a particular portion of the Site and/or bypass this Agreement, your use of the Site still binds you to the terms of this Agreement. We reserve the right to update or modify this Agreement at any time without prior notice. Your use of the Site following any such change constitutes your unconditional agreement to follow and be bound by the Agreement as amended. For this reason, you should review the Agreement whenever you use the Site.

We are committed to protecting the privacy of children. You should be aware that the Site is not intended or designed to attract children.

**Acceptance of Agreement; Amendments:** You agree to the terms and conditions of this Agreement. You represent and warrant, and in accessing the Site will be deemed to repeat such representation and warranty, as applicable, that: (a) you have full power and authority to enter into and perform the obligations under this Agreement; and (b) this Agreement has been duly authorized, executed, and delivered on your behalf by persons empowered to do so. This Agreement may be amended at any time by us from time to time without specific notice to you. The latest agreement will be posted on the Site, and you should review this Agreement prior to each use of the Site.

**Intellectual Property:** The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Site are protected under applicable copyrights, patents, trademarks and other proprietary and/or other intellectual property rights. The copying, redistribution, or use or publication by you of any such matters or any part of the Site, except as allowed by the Limited Right to Use Section of this Agreement, is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through the Site. The posting of information or materials on the Site does not constitute a waiver of any right in such information and materials. You shall not be permitted to copy or reproduce any portion of the Site. We (and our suppliers and licensors) expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials which appear on the Site. Access to the Site does not confer and shall not be considered as conferring upon anyone any license under any of our or any third party’s intellectual property rights. References on the Site to any names, marks, products or

services of third parties or hypertext links to third party sites or information are provided solely as a convenience to you and do not in any way constitute or imply our endorsement, sponsorship or recommendation of the third party, information, product or service. We are not responsible for the content of any third party sites and do not make any representations regarding the content or accuracy of material on such sites. If you decide to link to any such third party web sites, you do so entirely at your own risk.

**Trademarks:** Product, service and company names mentioned on the Site are trademarks of their respective owners.

**Limited Right to Use:** The viewing, printing or downloading of any content, graphic, form or document from the Site grants you only a limited, non-exclusive license for use solely by you for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use. No part of any content, form or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal use (but not for resale or redistribution). No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Site or any related software. All software used on the site is the property of us or our suppliers and protected by U.S. and international copyright laws. The content and software on the site may be used only as an informational resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display or performance of the Content on the site is strictly prohibited.

Except for the limited license granted above, we and/or Vision Critical Communications (US), Inc. reserve all right, title, and interest, including all intellectual property rights, in and to the Site. You agree not to cause or permit the reverse engineering, disassembly, or decompilation of the Site, or any part thereof.

You may not, except as specifically permitted herein and by applicable laws and regulations:

- Use, reproduce, or copy all or part of the data, applications, software, or other content you obtain by using the Site;
- Change or delete any proprietary notices obtained from the Site;
- Add to, modify, or alter the Site in any way;
- Use the data, applications, software, or other content you obtain by using the Site for the benefit of a third party;
- Transmit or provide any data, applications, software or other content you obtain by using the Site to a third party; or
- Incorporate any data, applications, software, or other content you obtain by using the Site in a product designed, developed, marketed, sold, or licensed by you or on your behalf, or utilize any such data or other content for any marketing or commercial purposes whatsoever.

You may not in any event use the Site, or any data, applications, software, or other content you obtain by using the Site, in a manner contrary to any applicable law or regulation. These provisions will survive any termination of this Agreement.

**Editing, Deleting and Modification:** We and Vision Critical reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Site.

**Availability of the Site:** Access to the Site may be limited during periods of high volume, system upgrades, and/or daily maintenance, or for other unanticipated reasons. We shall not be liable if you are unable to access or utilize the Site.

**Site Security:** Users are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, flooding, spamming, mailbombing or crashing; (d) sending unsolicited email, including promotions and/or advertising or products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. We may investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site. You agree not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Site other than the search engine and search agents available from us on the Site and other than generally available third party web browsers (e.g., Netscape Navigator, Microsoft Explorer).

**Confidentiality:** You agree to be solely responsible for maintaining the confidentiality of Your unique username and password for the Site, for all use of the Site made with Your username and password, and for all use of the data and other content obtained by using Your username and password. You may not permit any unauthorized person to use the Site and You will protect the privacy of patient information at all times, if applicable. You shall log off the Site when You are away from the computer through which You accessed the Site and when You no longer have an immediate need for access. If You have any reason to believe that the confidentiality of Your username and password has been compromised, You observe or suspect suspicious activity on Your account, or You observe an actual or suspected breach in security or privacy, You will immediately change your password by entering the email address You registered with into the email address box on the Site and click on the "Forgot Password" or "Reset Password" button. A temporary password will be sent to You via email. You will then change Your password once you are logged into the Site by clicking on "Update" on the top of the screen by the logout button or by clicking the "Change Password" link. You agree that You are ultimately responsible for any use of the Site, that all such use is subject to the terms of this Agreement, and that You shall

abide by the terms and conditions of this Agreement. You understand and agree that the Site shall only be used for routine matters. If there is an urgent issue or a response is needed quickly, patients must call their health care provider, go to a nearby emergency department or urgent care center, or call 911.

**User Comments and Submissions:** All comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted or offered to us on or by the Site or otherwise disclosed, submitted or offered in connection with your use of the Site (collectively, the “Comments”) shall be and remain Vision Critical’s and/or our property. Such disclosure, submission or offer of any Comments shall constitute an assignment to Vision Critical and us of all worldwide right, title and interest in all copyrights and other intellectual properties in the Comments. Thus, Vision Critical and we will own exclusively all such right, title and interest and shall not be limited in any way in its use, commercial or otherwise, of any Comments. We are and shall be under no obligation (1) to maintain any Comments in confidence, (2) to pay to user any compensation for any Comments, or (3) to respond to any user Comments. You agree that no Comments submitted by you to the Site will violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary rights. You further agree that no Comments submitted by you to the Site will be or contain libelous or otherwise unlawful, abusive, or obscene material. You are and shall remain solely responsible for the content of any Comments you make. We welcome your Comments regarding the Site. However, any Comments submitted by you shall be and remain the exclusive property of Vision Critical and us. For this reason, we ask that you not send any comments that you do not wish to assign to Vision Critical and us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork.

**Indemnification:** You agree to indemnify, defend and hold us and our owners, shareholders, directors, officers, employees, subsidiaries, and affiliates (collectively, “Affiliated Parties”) harmless from any liability, loss, claim and expense, including attorney’s fees, related to your violation of this Agreement or use of the Site.

**Nontransferable:** Your right to use the Site is not transferable. Any password or right given to you to obtain information or document is not transferable, and shall be held strictly confidential.

**Disclaimer:** The information from or through the site are provided “as-is,” and “as available,” and all warranties, express or implied, are disclaimed, including without limitation, the disclaimer of any implied warranties of merchantability, fitness for a particular purpose and non-infringement. The information and services may contain bugs, errors, viruses, problems or other limitations.

You agree that we and our affiliated parties have no liability whatsoever for your use of any information or service. In particular, but not as a limitation thereof, we and our affiliated parties are not liable for any direct, indirect, special, incidental or consequential damages (including, without limitation, damages for loss of business, loss of profits, litigation), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages. The negation of damages set forth herein are fundamental elements of the basis of the bargain between us and you. No advice or information, whether oral or written, obtained by you from

us through the site shall create any warranty, representation or guarantee not expressly stated in this Agreement.

**Limitation of Liability:** Under no circumstances and under no legal or equitable theory, whether in tort, contract, strict liability or otherwise, shall we or any of our parents, subsidiaries, affiliates, employees, directors, officers, agents, vendors or suppliers be liable to you or any other person for any direct, indirect, special, incidental or consequential losses or damages of any nature arising out of or in connection with the use of or the inability to use the site, including with limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or computer failure or malfunction, even if our authorized representative has been advised of or should have known of the possibility of such damages. In no event will we be liable for any damages in excess of the fees paid by you in connection with your use of the site during the six month period preceding the date on which the claim arose.

**Information:** The Site may contain information about us. While this information was believed to be accurate as of the date prepared, we disclaim any duty or obligation to update this information. Information and news articles not drafted by us and information about companies or individuals other than us should not be relied upon as being provided or endorsed by us. You represent and warrant that any information you supply is true, correct and complete.

**Use of Information:** We reserve the right, and you authorize us, to use and assign all information regarding Site uses by you and all information provided by you in any manner consistent with our Privacy Policy section.

**Termination:** This Agreement is effective unless and until terminated by either you or us. You may terminate this Agreement at any time, provided that you discontinue all further use of the Site. We also may terminate this Agreement at any time and may do so immediately without notice, and accordingly deny you access to the Site, with or without cause, or if in our sole discretion you fail to comply with any term or provision of this Agreement. Upon termination of this Agreement by either you or us, you must promptly destroy all materials downloaded or otherwise obtained from the Site, as well as all copies of such materials, whether made under this Agreement or otherwise. This Agreement is effective unless and until terminated by either you or us.

**General Compliance with Laws:** You shall comply with all applicable laws, statutes, ordinances and regulations regarding use of the Site, our products and services, and your browsing.

**No Agency:** You and we are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement or your use of the Site.

**Security of Communications on the Internet and Events Beyond the Site's Control:** You access the Site through the Internet. Use of the Internet is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations. We shall not be responsible for the security of

information transmitted via the Internet, the accuracy of the information contained on the Site, or the consequences of any reliance on such information.

We shall not be liable for any loss resulting from a cause over which we do not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, interruption of communications or data processing services, unauthorized access, theft, operator errors, severe weather, earthquakes, natural disasters, strikes or other labor problems, wars or governmental restrictions.

**Links to Other Websites:** The Site may contain links to third-party websites. We are not responsible for the content, accuracy or opinions expressed in such third-party websites, and any such third-party websites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked third-party website on the Site does not imply approval or endorsement of the linked third-party website by us. If you leave the Site and access these third-party websites, you do so at your sole risk.

**Monitoring and Breach Reporting:** Vision Critical and/or we may, but are under no obligation to, conduct regular audits of your use of the Site to ensure compliance with this Agreement. You acknowledge and agree that you may be asked to produce records regarding Your use of the Site and you shall produce all such requested records within five (5) days of receipt of any request.

**Copyrights and Copyright Notices:** We respect the intellectual property of others, and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Site;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

**Miscellaneous:** This Agreement shall be treated as though it were executed and performed in Pinellas County, Florida, and shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of law principals. Any cause of action by you with respect to the Site (and/or any information, good or services related thereto) must be instituted within one (1) year after the cause of the action arose or be forever waived and barred. All legal proceedings arising out of or in connection with this Agreement (and/or any information, goods or services) shall be brought solely in Pinellas County, Florida. You expressly submit to the exclusive jurisdiction of said courts and consent to

extraterritorial service of process. All actions shall be subject to the limitations set forth in the Disclaimer Section and Limitation of Liability Section of this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly against either party. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. This Agreement constitutes the entire and only agreement between us and you and supersedes any and all prior contemporaneous agreements, representations, warranties, and understandings with respect to the Site, the contents, goods and services provided by or through the Site, and the subject matter of this Agreement. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. THIS AGREEMENT MAY BE AMENDED AT ANY TIME BY US FROM TIME TO TIME WITHOUT SPECIFIC NOTICE TO YOU. THE LATEST AGREEMENT WILL BE POSTED ON THE SITE, AND YOU SHOULD REVIEW THIS AGREEMENT PRIOR TO USING THE SITE.