



### Confidential Information Policy

MedCents protects confidential information, including social security numbers, in a manner that allows such information to remain confidential at all times. Access to the minimum amount of confidential information is granted only to those employees, contractors, or consultants who have a business need to know. Additionally, MedCents prohibits the unauthorized or unnecessary release of confidential information.

### Website Terms and Conditions of Use and Legal Restrictions

**Attention: The following terms and conditions apply to the content and any use of this website with the domain name "MedCents.com". Please carefully read all the terms and conditions and legal restrictions before using this Site. By using this Site, you expressly agree to them.**

**MedCents** reserves the right to change these Terms and Conditions and Legal Restrictions at any time. Be sure to check this page periodically for changes.

### General

The content in this Site may be used for lawful purposes only. Unless otherwise stated herein:

1. Information provided on this Site is for informational purposes only and in no way constitutes legal advice. Users of this Site are to contact their legal counsel for any legal advice regarding any of the subject matter provided herein;
2. Permission is given to view, print, and use the content in this Site only for your personal, noncommercial use, provided that no copyright, service trademark, or other proprietary notices which accompany any such content are deleted or changed;
3. Content in this Site may not be copied, reproduced, transmitted, displayed, downloaded, uploaded, posted, distributed, rented, sub-licensed, altered, stored for subsequent use, or otherwise used in whole or in part in any manner without **MedCents's** prior written consent;
4. Use of the content in this Site for any other purpose violates **MedCents's** intellectual property rights; and
5. Nothing in this Site will be construed as conferring upon any user of this Site any license to any **MedCents**, or any third party's, intellectual property rights.

Links to and links from this Site are subject to additional terms and conditions. Please read our **Links and Linking** terms and conditions carefully before using this Site.

### Disclaimers

**MedCents** makes commercially reasonable efforts to include accurate, complete, and current information on this Site. However, **MedCents** does not guarantee the correctness, accuracy, or reliability of any information contained herein.

CONTENT ON THIS SITE IS PROVIDED "AS IS". **MEDCENTS** DOES NOT REPRESENT OR WARRANT THAT:

1. ANY FUNCTIONS CONTAINED IN ANY CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE;
2. ANY DEFECTS WILL BE CORRECTED; AND
3. THIS SITE, OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Neither **MedCents** nor any party involved in creating, producing, or delivering this Site will be liable to any other party for any direct, indirect, special, or consequential damages arising out of any access to, use of, inability to use this Site or any other website linked to this Site, or any errors or omissions in the content thereof, including, without limitation, any lost profits, business interruption, loss of programs or data on your equipment, or otherwise, even if **MedCents** is expressly advised of the possibility or likelihood of such damages.

#### **Use of Information Submitted**

**MedCents** uses commercially reasonable efforts to maintain control of this Site, utilizing current Internet technology. However, the e-mail facilities at this Site do not provide a means for completely secure and private communications. Like most, if not all, non-encrypted Internet e-mail communications, your e-mail may be accessed and viewed by other Internet users, without your knowledge and permission, while in transit to **MedCents**. Thus, to protect your privacy, please do not use e-mail to communicate information to **MedCents** that you consider confidential. If you are concerned about maintaining confidentiality of information, you may contact **MedCents** instead via telephone at the numbers provided at various locations on this Site. You agree that any comments, suggestions, or other information sent to **MedCents** via this Site is provided without restriction or obligation on **MedCents**, and **MedCents** will be free to use such information on an unrestricted basis. You also agree:

1. That information submitted is at your own risk;
2. **MedCents** has no liability with respect to any unauthorized access by third parties;
3. You are responsible for whatever material you submit; and
4. You, not **MedCents**, have full responsibility for any submitted message, including its legality, reliability, appropriateness, originality, and copyright.

**MedCents** may also, in its sole discretion, use what is known as "cookie" technology. A "cookie" is a data element sent to your browser by a website when you link to that website. By assigning a unique data element to each visitor, the website is then able to recognize repeat users and track usage patterns to better serve visitors when they return to that website. The cookie does not extract personal information, and most browsers provide a simple procedure that enables users to control whether or not they want to receive cookies or notifies them when a website is about to deposit a cookie file.

#### **Jurisdiction**

**MedCents** controls this Site (excluding linked sites) from locations in the United States of America, and makes no representation that any content contained in this Site is appropriate or available for use in other locations. Accessing this Site, or use of any of its content from locations where such use or content is illegal, is prohibited. Notwithstanding the location from which you access this Site, or the laws of such location, you agree that the statutes and laws of the state of New York, notwithstanding any principles of conflicts of law, will apply to all matters relating to use of this Site and that, if you use this Site from any other location, you are responsible for compliance with applicable local laws. If any part of these Terms and Conditions and Legal Restrictions is deemed unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

### **Copyright and Service/Trademarks**

This Site and its contents are protected by copyright, all rights reserved. All works of authorship contained at this Site, including, but not limited to, text, images, and their arrangement, are owned by **MedCents** (except as otherwise noted). **MedCents**, and other names appearing in a type form different from that of the surrounding text are service marks owned by or licensed to **MedCents**, its subsidiaries, or affiliates. Any other product name or company name mentioned in this Site may be a service/trademark of its owner. You may not reproduce, copy, or redistribute the design, layout, or individual elements of this Site design without the express written permission of **MedCents**.

### **Revisions**

**MedCents** has no obligation to update any information or content on this Site, and information or content may be out of date at any given time. **MedCents** may also make improvements and/or changes in the information or content contained in this Site at any time without prior notice.

### **Links and Linking**

Links to other websites are provided as Internet navigation tools only. These other websites contain information created, published, maintained, or otherwise posted by persons or entities independent of **MedCents**. **MedCents** does not control these websites; nor does it guarantee the content, accuracy, completeness, or timeliness of information on other websites. Linkage to other websites does not constitute or imply an endorsement, recommendation, or preference by **MedCents**. The owners/operators of these websites do not necessarily endorse **MedCents** products or services, nor are they responsible for the content of this Site. **MedCents** is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of use of, reference to, or reliance on such information.

### **Establishing a Link to This Site**

**MedCents** prohibits the use of the **MedCents** logo as a "hot" link to this Site unless the establishment of such a link is approved in writing by **MedCents**. You may establish a hypertext link to this Site from your website provided that:

1. The link must be a text-only link clearly marked "**MedCents**";
2. The link must be to "<http://www.MedCents.com>" or, for **MedCents** clients and their clients and covered persons authorized to utilize **MedCents** services, to a specific URL provided by **MedCents**;
3. The appearance, position and other aspects of this link may not be such as to damage or dilute the goodwill associated with **MedCents** name and service/trademarks;
4. The appearance, position, and other aspects of the link may not create the false appearance that you or any other entity is associated with or sponsored by **MedCents** (except to identify **MedCents** as your service provider, if applicable); and
5. The link, when activated by a user, must display **MedCents** Site full-screen and not within a "frame" on the linked website.

**MedCents** reserves the right to revoke its consent to the link at any time in its sole discretion. You may not, without obtaining **MedCents'** written permission, republish, redistribute or otherwise make any copies of the content on this Site as part of the link, including by framing or similar means, or otherwise