



CareSpan[®] Terms of Service/Terms of Use

CareSpan International, Inc. and CareSpan USA, Inc. (“CARESPAN”) offer a variety of online products and services, including face-to-face, webcam enabled, consultations with medical professionals and related medical diagnosis and treatment, and supporting customer service, collectively referred to as the (the “CareSpan Service”). By using the CareSpan Service in any way, you are agreeing to comply with applicable laws, governed and interpreted by the Republic of Panama (CareSpan International, Inc.) and the USA (CareSpan USA, Inc.), and the following terms and conditions:

To Use The CareSpan Clinical Website

CARESPAN requires that its Agreements be made with persons who are qualified to contract. As a Customer (doctor, patient, employer, insurer) you must be over the age of eighteen (18) years. In the case of a patient being under the age of eighteen (18) years, a parent or guardian must accept this Agreement and must be present at all medical consultations.

The CareSpan Service is designed and intended for use by adults. It is not intended for, or is it designed to be used by, children under the age of eighteen. A parent or guardian, however, may use the CareSpan Service on behalf of a minor child. The parent or guardian assumes full responsibility for ensuring that the authentication information is kept secure and that the information submitted is accurate.

Your Membership

You represent and warrant that you are at least eighteen years of age and that you possess the legal right and ability to enter into this Terms of Use, register for the CareSpan Services under your own name and to use the CareSpan Services in accordance with this Terms of Use and abide by the obligations hereunder. You are solely responsible for maintaining the confidentiality of your password, and for all activities that occur under your password. You agree to prohibit anyone else from using your password and immediately notify CARESPAN of any unauthorized use of your password or other security concerns of which you become aware.

Modification to Terms of Service

CARESPAN reserves the right to modify the Terms of Service periodically, for any reason, and without notice. Please review this Agreement often so you will be apprised of any changes made to this page. Customer agrees that, during the period of this Agreement that we may revise the terms and conditions of this Agreement; and change the services provided under this Agreement. Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service(s) on our web site. Unless we expressly note otherwise, these terms incorporate and supersede any other terms associated with the Services.

CARESPAN has the right to discontinue service, or deny access to anyone who violates our Policies or The Terms and Conditions stated herein, without prior notice or warning.

Services Provided

CARESPAN makes no warranty as to the accuracy of medical diagnosis or outcome of any treatment response. Patients and their participating medical personnel are solely responsible for all information and/or communication sent during a consultation or other communication using the CareSpan Services. CARESPAN does not guarantee that a teleconsultation or video consultation is appropriate in the course of treatment for any patient's particular health care problem. For patients, you agree to contact your primary care provider (doctor or advance practice nurse) immediately should your condition change or your symptoms worsen. If you as a patient require urgent care, you should contact your local emergency services or on-site healthcare provider immediately.

The CareSpan Services are offered on an "as is" basis and are used by the Customer solely at his or her own risk. All Customer-specific information provided by Customer in connection with Services shall be used to provide services and features to the Customer and to maintain the associated web sites. CARESPAN shall make no effort to validate any information provided by the Customer for use with CareSpan Services for content, correctness or usability. Use of CareSpan Services requires a certain level of knowledge in the use the Internet and World Wide Web. The Customer is required to have the necessary knowledge to use the Internet and the World Wide Web.

CareSpan Clinical Services—Patient Terms of Use

- By agreeing to a medical consultation conducted within the CareSpan Virtual Clinic, you are entering into or have entered into a provider/patient relationship with the providers (doctors and/or advance practice nurses) who are contracted to provide care using the CareSpan virtual clinic. The CareSpan virtual clinic is a medical telecommunications and information technology platform that allows you to see and talk to a CareSpan-contracted healthcare provider and allows your healthcare provider to see you, your CareSpan health record, and diagnostic data about you that assists your provider with diagnosis and treatment. You agree to pay for CareSpan medical consultations in full unless payment arrangements have been established through your employer, association, or other entity. You also agree to pay any co-payment or deductible required by your insurer or employer at the time a CareSpan medical consultation is rendered.
- You agree to complete a medical history disclosure form that CARESPAN will store electronically and make available to each CareSpan Service healthcare provider who performs a CareSpan Service consultation for you.
- You agree to the entry of your healthcare information and your medical records into the CareSpan computer database and understand that all reasonable measures have been taken to safeguard your medical information, in accordance with federal HIPAA standards, but no computer or phone system is totally secure. CareSpan and our contracted clinical providers recognize your privacy and, in accordance with CareSpan's Privacy Policy, will not release information to anyone without your written authorization or as required by law, or in accordance with your health insurer's privacy policy if applicable.
- Insofar as possible, CareSpan will support your choice of a primary care provider among the doctors and advance practice nurses who serve as our clinical providers. If your

CareSpan primary care provider is unavailable at a time when you may need medical consultation, you agree to allow CareSpan to designate an alternative CareSpan provider.

- You acknowledge that CareSpan providers will not prescribe any Drug Enforcement Agency controlled substances nor do they guarantee that a prescription will be written.
- Additionally, there is no guarantee that you will be treated by a CareSpan provider if, for example, your medical condition cannot be properly treated by a CareSpan provider as s/he determines.
- If you are treated by a CareSpan provider, you have a right to your medical records in accordance with applicable law.

Electronic Medical Record

A CareSpan Electronic Health Record (EHR) is created for each patient using CareSpan Services, to store personal health information online, including health conditions, allergies and medications. Any information provided as part of a tele or video consultation becomes part of your CareSpan EHR. You agree to provide accurate information for the CareSpan EHR, to periodically review such information and to update such information as needed. For additional information regarding use of your CareSpan EHR, please see our Privacy Policy. It is your responsibility to confirm any third party information in your, or your patient's CareSpan EHR. CARESPAN is not responsible for validating data arising from use of the CareSpan Services. CARESPAN reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the CareSpan Services pursuant to its internal record retention and/or destruction policies and with adequate prior notice to any Customer associates with such data, records and materials.

Operational Functionality

CARESPAN reserves complete and sole discretion with respect to the operation of the CareSpan Services. CARESPAN may, among other things withdraw, suspend or discontinue any functionality or feature of the CareSpan Services.

Information Resources

CARESPAN may send you newsletters and other information regarding common medical and health related topics or preventive care messages containing specific medical and health related information, links to other related Web sites and specific questions related to your CareSpan EHR. Additionally, CARESPAN may make available self care informational services that provide general medical and health information. These communications and resources are not comprehensive medical text and do not include all the potential information regarding the subject matter. These communications and resources are for general educational and informational purposes only, and should not be relied upon as a substitute for patient-specific medical diagnosis and treatment or construed, directly or indirectly, as the practice of medicine or dispensing of medical services by CARESPAN or its medical provider Customers. Such information is not a substitute for engaging an appropriate healthcare professional for medical treatment. The information contained in these communications and resources are compiled from a variety of sources and may or may not be considered authored by CARESPAN. CARESPAN makes no warranty as to the content of these materials or the information contained therein.

Information

As part of the sign-up process for the use of CareSpan Services, you are required to provide us certain information. Additionally, it is the Customer's responsibility to update CARESPAN as promptly as possible with information changes so that all records are current, complete and accurate. At any given time, you may be notified that information may be available for your review, that is considered time-sensitive, such as medical information, diagnosis, lab results, etc., to the e-mail address that has been provided. Please keep this in mind when determining which e-mail address you offer as a contact point. You are obliged to provide us the following information, as applicable: - Changes in e-mail address - Change of address - Change of phone number - Change of ownership of account - Change of credit card number - Change of banking information - Change of credit card expiration date – Change in insurance coverage – Change in employment – Change in licensure status.

Etiquette and Privacy

The network resources of CARESPAN may not be used to impersonate another person or misrepresent authorization to act on behalf of others or CARESPAN. All messages and information transmitted via CareSpan Services should correctly identify the sender or participants. Customers may not alter the attribution of origin in electronic mail messages or posting. No Customer shall attempt to undermine the security or integrity of computing systems or networks of CARESPAN or its Partners, or those accessed through or with their product(s), and must not attempt to gain unauthorized access. All Customer-specific information provided by Customer in connection with CareSpan Services shall be governed by the CARESPAN Privacy Policy, which can be found at www.carespanhealth.com/privacy. As part of these terms and conditions Customer understands, has read and accepts all terms and conditions contained within these CareSpan Terms of Service. CARESPAN reserves the right to terminate any account that does not include a valid email address on file. This email address must be stored in the profile for the Customer's account on the CARESPAN system.

Network Security

Customer agrees that your use of CareSpan Services is solely at your own risk. You agree that CareSpan Services are provided on an "as is", "as available" basis. CARESPAN expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. CARESPAN makes no warranty that CareSpan Services will meet your requirements, or that CareSpan Services will be uninterrupted, timely, secure, or error free. This includes loss of data resulting from delays, and any service interruption caused by CARESPAN employees or contracted service providers. CARESPAN is not responsible for transmission errors or corruption or compromise of data carried over local, regional, national, international Internet or interchange telecommunication carriers.

Service Reliability and Warranties

CARESPAN makes no warranties or representations of any kind, whether expressed or implied for the CareSpan Services. Customers, use of CareSpan Services are at Customer's sole risk. Neither CARESPAN, its employees, directors, affiliates, agents, third party information providers, merchants licensors or the like, warrant that CareSpan Services will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use

of CareSpan Services, or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through CareSpan Services, unless otherwise expressly stated in this Agreement. CARESPAN also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by the Customer, or viewers and Customers of Customer's materials, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of CARESPAN. Use of any information obtained by way of CARESPAN is at the Customer's own risk, and CARESPAN specifically denies any responsibility for the accuracy or quality of information obtained through its services.

Disclaimers

YOU ACKNOWLEDGE THAT YOUR USE OF THE CARESPAN SERVICES IS AT YOUR SOLE RISK, AND THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL RISK ASSOCIATED THEREWITH. ALL INFORMATION, PRODUCTS OR SERVICES CONTAINED ON OR PROVIDED THROUGH THIS WEB SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CARESPAN AND ITS SHAREHOLDERS, AFFILIATES, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES OR OTHER REPRESENTATIVES (COLLECTIVELY, "AFFILIATES") HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND FREEDOM FROM COMPUTER VIRUS STRAINS. WITHOUT LIMITING THE FOREGOING, CARESPAN AND ITS AFFILIATES MAKE NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS OR SUITABILITY OF CARESPAN PRODUCTS AND SERVICES PROVIDED HEREUNDER.

CARESPAN MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SATISFACTION OF GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS; OR ANY TREATMENT, ACTION OR APPLICATION OR PREPARATION OF MEDICATION BASED ON INFORMATION OFFERED OR PROVIDED THROUGH THE CARESPAN SERVICES.

CARESPAN will take all necessary precautions to protect against failure of our equipment and software. The Customer acknowledges and agrees that temporary interruptions in service may occur, and that CARESPAN shall have no liability for any claim, cost, charge, loss or expense arising from or relating to use of CareSpan Services. The Customer acknowledges and agrees that data may be lost or corrupted in connection with use of CareSpan Services. CARESPAN may perform regular back-ups of all data stored, but shall have no liability to Customer in the event all data is lost or destroyed. Customer acknowledges and agrees that in the event restoration of data from backup is necessary, it may take several days to complete such restoration of data and resume operation of CareSpan Services.

CareSpan Proprietary Information

You agree that CareSpan Services, which include all software and documentation, both electronic and printed media, contain copyrighted material, trade secrets, patent pending

material, and other proprietary intellectual property. CareSpan Services are the proprietary property of CareSpan International, Inc. and CareSpan USA, Inc. They are protected by copyright, trade secret, and patent laws, and other proprietary rights and laws, and they may only be used or accessed as specifically provided for in this Agreement.

You agree that you will not store, copy, modify, rent, lease, loan, sell, distribute, transfer, transmit, display, reverse engineer, reverse assemble, or otherwise attempt to discover any programming code or any source code used in or with CareSpan Services. You may not sell, assign, sublicense, grant a security interest in or otherwise attempt to transfer any right in CareSpan Services (which includes its software and documentation), create derivative works based on or in any manner commercially exploit CareSpan Services, in whole or in part. You agree that violations by you, any other person or entity, of these copyrights, trade secrets, patents, other intellectual property protections, or the terms of this Agreement will be prosecuted to the fullest extent of the Law in the federal and state courts located in Panama and/or the USA. The final choice of whether a customer is in violation of any of these policies is at the sole discretion of CARESPAN.

Temporary Use License Granted

Only for the duration of being logged into the Customer's valid CARESPAN account, the Customer is hereby granted a non-exclusive, non-transferable temporary license, subject to the terms and qualifications of this Agreement. A valid CARESPAN account may only be created and maintained by a Customer who fully provides valid personal information about the Customer in the enrollment process. To maintain a valid account, the Customer must regularly update such information to assure its accuracy, and the Customer must always comply with the terms of this Agreement. The Customer is not granted a license or any other right to store any of CareSpan Services (including any portion of the software or documentation) on any computer or other device, or copy or otherwise use such information to create derivative works.

Comments, Suggestions and Submissions

CARESPAN welcomes comments, suggestions and submissions by its Customers. Any comments, suggestions and submissions made by Customers, including but not limited to, messages, notes, feedback, artwork, communications, computer code or creative materials provided to CARESPAN shall become the exclusive property of CARESPAN. At the time the comment, suggestion, and/or submission is made it shall act as a full assignment to CARESPAN of all rights whatsoever (copyright, patentability, and intellectual property). CARESPAN shall have the right to use said comment, suggestion, and/or submission as its own for all legal purposes including but not limited to reproduction, disclosure, publishing, distribution and the like without any compensation to Customer. This section shall not include any personal information submitted by Customer that would be included as part of legally protected health information under international law or the U.S. Health Insurance Portability and Accountability Act of 1996.

Indemnification

Customer agrees to release, indemnify, and hold CARESPAN, our contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, of third parties relating to or arising under this Agreement, CareSpan Services provided hereunder or your use of CareSpan Services, including without limitation

infringement by you, or someone else using CareSpan Services with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our operating rules or policy relating to CareSpan Services provided. If we are threatened with suit by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in deactivation of your CareSpan Services. Customer shall defend, indemnify, save and hold CARESPAN including, its agents, its clients, its servants, officers, directors and employees) harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees (together, "Liabilities"), asserted against them, that may arise or result from Customer's violation of any of the terms and conditions stated herein. Customer shall defend, indemnify and hold harmless CARESPAN including, its agents, its clients, its servants, officers, directors and employees) against any and all Liabilities caused directly or indirectly by the Customer or any person who Customer allows to access CareSpan Services. Under no circumstances, including negligence, shall CARESPAN including, its agents, its clients, its servants, officers, directors and employees) or any one else involved in creating, producing or distributing CareSpan Services be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use CareSpan Services; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to CARESPAN records, programs or services. This paragraph shall apply to all content and functionality of CareSpan Services. Notwithstanding the above, Customer's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Customer paid directly to CARESPAN during the current month. Such limitations shall apply to CARESPAN's total liability, including without limitation any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation of transmission, communications failure, theft of destruction of or unauthorized access to, alteration of, or use of records, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. IN NO EVENT SHALL CARESPAN NOR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF (i) THE PURCHASE PRICE FOR THE PRODUCT OR SERVICE, OR (ii) IN THE EVENT NO PURCHASE PRICE WAS PAID OR REQUIRED, \$1,000. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CARESPAN NOR ANY OF ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OF SERVICE OR LOSS OF DATA, WHETHER IN ANY ACTION IN WARRANTY, CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE OR FUNDAMENTAL BREACH), OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR THE INABILITY TO USE, THIS WEB SITE OR ANY SERVICE OFFERED THROUGH THIS WEB SITE OR ANY MATERIAL OR INFORMATION CONTAINED IN, ACCESSED THROUGH, OR PRODUCTS PURCHASED ON THIS WEB SITE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF CARESPAN IS ADVISED OF THE LIKELIHOOD OR POSSIBILITY OF THE SAME. TO THE EXTENT CERTAIN JURISDICTIONS RESTRICT ANY OF THE ABOVE LIMITATIONS OF LIABILITY, SUCH LIMITATIONS SHALL NOT APPLY IN SUCH JURISDICTIONS TO THE EXTENT OF SUCH

RESTRICTIONS.

Third Party Protection

The indemnification and Disclaimers provisions set forth above are for the benefit of CARESPAN, and its Affiliates. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

Service term

The Terms of Use shall commence upon the date you complete the registration process with CARESPAN. Either you or CARESPAN may terminate this Terms of Use and your right to use the CareSpan Services at any time, with or without cause. This Terms of Use and the licenses granted hereunder shall terminate without notice in the event you (or any authorized person using your account) fail to comply with the terms and conditions of this Terms of Use, or the rules for use of the CareSpan Services promulgated by CARESPAN from time to time. Upon any termination, you will destroy all copies of CARESPAN materials in your possession and cease any access to or use of the CareSpan Services. In the event Customer enters into an annual contract, whether paid monthly or annually, Customer agrees to a twelve (12) month contract agreement with CARESPAN. At the end of the contract term, the contract will automatically renew indefinitely until explicitly cancelled, in writing, by the Customer, and Customer will be billed, via Customer's credit card on file, or by agreed upon invoicing, for the next ensuing twelve (12) month term.

Non-transferable

Your right to use the Services is not transferable. Any password or right given to you to obtain information or documents from the Site is not transferable. CARESPAN may freely transfer, assign or delegate all or any part of this Terms of Use, and any rights and duties hereunder. This Terms of Use will be binding upon and inure to the benefit of the heirs, successors and permitted assignees of the parties.

Fees

Customer agrees to pay an annual or monthly use fee, and/or consultation fee, pursuant to the schedule of memberships and fees set forth on the CARESPAN website, or in the contract with Customer. As further consideration for the CareSpan Services, the Customer agrees to provide certain current, complete and accurate information about them as required by the sign-up for CareSpan Services and maintain and update this information as needed, to keep it current, complete and accurate. By completing and submitting the sign-up form Customer represents that the statements in their application are true and accurate. Customer agrees that any unpaid balance due hereunder shall bear interest at the rate of 18% per annum, and that costs of collection, including Court costs and reasonable attorney fees shall be added as principal amounts to such balance. CARESPAN reserves the right to modify its pricing structure at any time and implement the new price structure at any time prior to billing Customer for Customer's initial payment or for future payments due pursuant to this Agreement.

Customer understands and agrees that all consultations cancelled with less than 12 hours notice will be charged the full consultation amount, said amount to be as set forth on the CARESPAN website or in the Customer contract.

CareSpan Calendar

The calendar as used in the delivery CareSpan Services and in the CARESPAN VirtualClinic website is based on Greenwich Mean Time (GMT), with an ability to select one's own time zone. It is that Customer's responsibility, at the time registration, at the time of scheduling, and at the time of attendance of their consultation, to assure that his/her time zone has been properly designated. CARESPAN will not refund or reschedule appointments based on an error by Customer based on this issue.

Chargeback / Refund Policy

CARESPAN will not, under any circumstances, issue cash refunds or credits for early contract cancellation. If you have a question about charges made to your account, please contact us immediately. If the charges were made in error, we will immediately credit your account or credit card account for the appropriate amount. CARESPAN has a zero tolerance policy for chargebacks. Any Customer who disputes a payment that is found to be valid is subject to a fine, suspension and account termination at CARESPAN discretion. A minimum charge of \$20.00 per chargeback will be assessed to all accounts that receive a chargeback. Any chargeback fees, past due fees and costs will be sent to collections. If our collection efforts fail, unpaid debts will be reported to all available credit reporting agencies.

Payment Policy

Our payment cycle runs every thirty (30) days.

Jurisdiction

This Agreement constitutes the entire understanding of the parties, and is agreed to being entered into in Panama, Republic of Panama for CareSpan International, Inc., and I the state of Nevada for CareSpan USA, Inc., without giving effect to any choice of law rules or principles. This Agreement shall be governed and construed in accordance with the laws of the Republic of Panama or the USA, as applicable, and no party shall object to removal or prosecution of any litigation to a court in the Republic of Panama or the USA, as applicable. Any cause of action or claim you may have with respect to CARESPAN must be commenced within one (1) year after it arises, except to the extent such limitation is not enforceable. To the fullest extent permitted by law, each party to this Terms of Use waives its or his or her right to a jury trial with respect to any dispute or other controversy arising from hereunder or your use of or access to the CareSpan Services or web site.

Waiver

Failure to exercise or delay in exercising any right hereunder, or failure to insist upon or enforce strict performance of any provision of this Terms of Use, shall not be considered waiver thereof, which can only be made by signed writing. No single waiver shall be considered a continuing or permanent waiver.

Severability

The provisions of this Terms of Use are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, but such provision shall be reformed, if reasonably possible, only to the extent necessary to make it enforceable.

Copyright and Ownership

CARESPAN hereby grants you a limited, revocable, non-transferable and non-exclusive license limited solely to viewing or downloading a single copy of the material on the CARESPAN VirtualClinic and public web site and to use the CARESPAN software to the extent necessary to use the CareSpan Services solely for you personal, noncommercial use. With the exception of your Medical Records, CARESPAN retains all right, title and interest in and to CARESPAN, the CareSpan Services and any content, products, documentation, software or other materials on the CARESPAN web sites, and any patent, copyright, trade secret, trademark, service mark or other intellectual property or proprietary right in any of the foregoing. The information available through the CareSpan Services is the property of CARESPAN. Unless specified otherwise in the Customer contract, you agree not to reproduce, retransmit, disassemble, retro-engineer distribute, disseminate, sell, publish, broadcast, or circulate the information owned by CARESPAN received through the CareSpan Services to anyone, including but not limited to others in your organization. Use, reproduction, copying, or redistribution of CARESPAN's logos is strictly prohibited without written permission from CARESPAN. The content, organization, design, graphics, and other matters related to the CareSpan Services are protected under applicable copyrights, trademarks and other proprietary rights. CARESPAN shall retain all rights, title and interest in and to all of the information, content, data, designs, materials and copyrights, patent rights trademark rights and other proprietary rights thereto provided by it pursuant to this Agreement, including but not limited to customers. Except as expressly provided herein, no other right or license with respect to any copyrights, patent rights, trademark rights or other proprietary rights are granted under this Agreement. All rights not expressly granted hereunder by CARESPAN are expressly reserved to CARESPAN and its licensors and information and content providers.

Relationship of Parties

The Parties hereto expressly understand and agree that Customer is customer. Neither Party, nor its agents or employees, are the representatives of the other Party, for any purpose and neither Party has the power or authority as agent, employee or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

Spam and Compliance with Anti-Spamming Laws

CARESPAN has a strict zero tolerance for unsolicited bulk email, unsolicited posting to news groups or other illegal activities. Customer shall not use or permit any of its employees, agents or affiliates to: market, promote or solicit CARESPAN products in ways that violate U.S. CAN-SPAM Act (Controlling the Assault of Non-Solicited Pornography and Marketing) or any similar laws of Panama, the USA, or any other country. Customer shall not: infringe the rights of others; distribute chain letters or unsolicited bulk electronic mail ("spamming"); propagate computer worms or viruses; use a false identity; attempt to gain unauthorized entry to any site or network; infringe copyrights, trademarks, or other intellectual property rights. Customer further agrees to comply with all export laws concerning the transmission of technical data and other regulated materials via the Worldwide Web. Customer agrees to indemnify and hold CARESPAN harmless for any and all acts found or suspected to be in violation hereof. Customer shall indemnify and hold CARESPAN harmless against and from losses, damages, costs, and reasonable attorneys' fees, if any, incurred in defending and/or resolving any suits brought against CARESPAN or any of its employees, shareholders or officers, arising from any claims,

by anyone arising out of an alleged violation of any anti-spamming rules, regulations, laws, statutes, and the like. Your account will be terminated for any of the above infractions. By accepting this agreement you are holding CARESPAN harmless for any and all of these actions and agree to the policies as so stated.

Termination and Survival

CARESPAN may terminate CareSpan Services at any time, without penalty and without notice, if the Customer fails to comply with any of the terms of this Agreement or the intellectual property protections applicable to these Services. CARESPAN may also seek legal prosecution of any violations of law or this Agreement and the Customer agrees to personal jurisdiction by the Courts in the Republic of Panama or the USA, as applicable. Upon notice of termination of Services by CARESPAN to Customer via contact e-mail to Customer's CareSpan Services account and contact e-mail account provided in Customer's personal information, or voluntary termination of service by Customer, CARESPAN has the right to delete all data, files, or other information that is stored in the Customer's account for any reason, subject to statutes for preservation of any personal health information. The Indemnification, Copyright, Jurisdiction, Warranty, Network Security, Compliance with Anti-Spamming Laws and Privacy terms and conditions stated herein shall survive termination of this Agreement.

Notice

CARESPAN may provide notice by e-mail to the e-mail address you provided during the registration, by a general notice on the CARESPAN Web site(s), or by written communication delivered by first class mail or express courier to your address on record in the CARESPAN account information. You may give notice to CARESPAN at any time via electronic mail to support@carespanhealth.com or by letter delivered by first class postage prepaid or overnight courier to CareSpan International, Inc., Suite 9088, 0832-0165 - World Trade Center, Panama, Republica de Panama, Attn: Customer Service or to CareSpan USA, Inc., 1434 Spruce Street, Suite 100, Boulder, CO 80302, USA, Attn: Customer Service.

Entire Agreement

This Terms of Use, together with any CARESPAN rules or policies referred to herein, represents the complete agreement between you and CARESPAN concerning the subject matter hereof, and it replaces all prior oral or written communications concerning such subject matter. CARESPAN may modify this Terms of Use as set forth above.