



## Terms of Use

The Terms of Use ("Terms") set forth the terms and conditions for your use of the e-Psychiatry website ("Site") and the related mobile services. These Terms govern your access to and use of the Services, and constitute a binding legal agreement between you, as a User of the Services, and e-Psychiatry, including any other entities controlling, controlled by or under common control with e-Psychiatry. These Terms, together with our Privacy Policy (which is incorporated herein by reference, and collectively, this "Agreement") govern your use of the Services, both as a non-registered User and as a registered User.

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY BEFORE USE OF THIS SITE.

YOUR USE OF THIS SITE IS CONDITIONED UPON YOUR ACCEPTANCE OF THESE TERMS OF USE. BY USING OR OTHERWISE ACCESSING THE SERVICES, AND/OR REGISTERING WITH E-PSYCHIATRY, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THIS WEBSITE. YOUR USE OF THE SITE AND/OR THE MOBILE SERVICES CONSTITUTES YOUR AGREEMENT TO THESE TERMS AND CONDITIONS.

**THIS WEBSITE AND ITS SERVICES ARE NOT INTENDED FOR USE IN EMERGENCIES. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY OR URGENT MENTAL HEALTH CONDITION, YOU SHOULD SEEK APPROPRIATE EMERGENCY MEDICAL ASSISTANCE BY CALLING 911 OR GOING TO THE NEAREST HOSPITAL.**

### ABOUT E-PSYCHIATRY

e-Psychiatry provides, without limitation, the following services (collectively, the "**Services**"):

1. e-Psychiatry specializes in providing healthcare services, staffing and technology to a variety of clients including US and international healthcare facilities, payers, providers and consumers.
2. e-Psychiatry's large provider panel includes board certified/board eligible psychiatrists, nurse practitioners, psychologists, therapists, cardiologists, and other specialists.
3. e-Psychiatry also offers turnkey telemedicine programs, and our proprietary telemedicine platform that facilitates care between healthcare providers and consumers.
4. Any other E-Psychiatry products and services offered through our website, <http://www.E-Psychiatry.com> (the "**Site**")

**NO SERVICES OFFERED BY E-PSYCHIATRY OR BY USERS OF E-PSYCHIATRY'S WEBSITE CONSTITUTE OR INCLUDE THE PROVISION OF MEDICAL CARE OR OTHER PROFESSIONAL SERVICES BY E-PSYCHIATRY. E-PSYCHIATRY PROVIDES TECHNOLOGY AND STAFFING SERVICES AND FACILITATES ACCESS TO HEALTHCARE SERVICES PROVIDED BY HEALTHCARE PROVIDERS THROUGH THE E-PSYCHIATRY PLATFORM. HEALTHCARE PROVIDERS ARE NOT THE EMPLOYEES OR AGENTS OF E-PSYCHIATRY.**

User acknowledges that e-Psychiatry is not a payer or healthcare provider, licensed or otherwise. e-Psychiatry shall neither have nor exercise any authority, control or direction over the Healthcare Provider's professional medical judgment, treatment decisions or methods by which provider performs professional medical services for Client. E-Psychiatry will not assume responsibility for or control over the care of any patient treated by Healthcare Provider, or the User's and/or Provider's decisions about when to establish a patient/provider treatment arrangement, or any other activity that involves the practice of medicine or the provision of healthcare services. Healthcare Providers' care to User will remain the sole responsibility of the Healthcare Provider and User at all times.

## **USER 'S RIGHTS TO USE WEBSITE**

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You must be at least eighteen (18) years of age to register for and use this website. By using this website and by agreeing to the Terms, you warrant and represent that you are of legal age and able to form a binding contract. If you are not of legal age, you may not register to use our Services. The registered User for all patients under the age of 18 must be the patient's parent or legal guardian. If you register as the parent or legal guardian on behalf of a minor, you will be fully responsible for complying with our Terms and our Privacy Policy.

Your affirmative act of using the Services and/or registering for the Services constitutes your electronic signature to this Agreement between you and e-Psychiatry, which includes these [Terms of Use](#) and the [Privacy Policy](#), and your consent to enter into agreements with us electronically. e-Psychiatry may change the terms of these Terms of Use from time to time. We will notify you of any such material changes by posting notice of the changes on the Site, and/or, in our sole discretion, by email (for registered Users only). Any such modifications become effective upon the earlier to occur of (i) your acknowledgement of such modifications; or (ii) your continued access to and/or use of the Site or Services after we post notice of such modifications. It is your sole responsibility to check the Site from time to time to view any such changes to the terms in the Terms of Use. If you do not agree to any changes, if and when such changes

may be made to the Terms of Use, you must cease access to the Site and use of the Services, and send notice of your termination of the present agreement to e-Psychiatry. You give us permission to email you for the purpose of notification as described above.

You may only use the Site and the Services for lawful, non-commercial purposes. You must not use, copy, store, host, transmit, send, publish or distribute all or part of this website in any way that is competitive with e-Psychiatry, or that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website, servers or networks; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. You also agree not to use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this Site without E-Psychiatry's express written consent. You agree not to use this Site to transmit or send unsolicited commercial communications. You must not use this Site for any purposes related to marketing without E-Psychiatry's express written consent. You may not attempt to gain unauthorized access to any of the Services, User accounts, or computer systems or networks, through hacking, password mining or any other means. You may not accumulate or index, directly or indirectly, any Content or portion of the Site and/or Services (including, without limitation, Healthcare Provider or practice information, appointment availability, price information, and Insurance Content) for any purpose whatsoever.

If you are registering an account or using the Services on behalf of an individual or entity other than yourself, you represent that you are authorized by such individual or entity to accept this Agreement on such individual's or entity's behalf. Regardless of whether you are a member or whether you schedule or intend to schedule appointments through the Services, if you are a healthcare provider or other person or entity in the healthcare industry, you acknowledge and agree that (a) you will not use the Services to view, access or otherwise use, directly or indirectly, price, availability, or other Content for any purpose other than your own personal use as a patient or prospective patient; (b) you will not use the Services to establish directly or indirectly, any agreement or coordination of the prices charged for any product or service, or otherwise engage or attempt to engage in price fixing; (c) you will not use the Services, directly or indirectly, to engage in any anti-competitive, deceptive or unfair practices, or otherwise violate applicable antitrust, competition or consumer protection laws, or regulations.

If e-Psychiatry terminates this Agreement (and therefore your access to the Site) based on a breach of any portion of this Agreement, e-Psychiatry reserves the right to refuse to provide access to the Site or the Services to you in the future. We may also cancel or suspend your registration for any other reason, including inactivity for an extended period. e-Psychiatry shall not be liable to you or any third party for any termination of your access to the Site and/or the Services. Upon termination of your right to use our Services or Site or our termination of the Services or Site, all licenses and other rights granted to you by these Terms will immediately terminate. Further, you agree not to attempt to use the Site and/or the Services after any such deletion, deactivation or termination (provided, in the case of deactivation due

exclusively to your inactivity, you may be permitted to re-register).

Like most interactive websites, e-Psychiatry's website uses cookies to enable us to retrieve User details for each visit for your convenience. Cookies are used in some areas of our Site to enable the functionality of our Site and ease of use for those people visiting.

In addition to any other rights of the parties set forth herein, e-Psychiatry may cancel or terminate this Agreement at any time. e-Psychiatry also reserves the right to restrict, suspend or terminate your access to the Site and/or the Services in whole or in part, without notice, with respect to any breach, suspected breach or threatened breach by you of any portion of this Agreement. If e-Psychiatry terminates this Agreement (and therefore your access to the Site) based on a breach of any portion of this Agreement, e-Psychiatry reserves the right to refuse to provide access to the Site or the Services to you in the future. We may also cancel or suspend your registration for any other reason, including inactivity for an extended period. e-Psychiatry shall not be liable to you or any third party for any termination of your access to the Site and/or the Services. Upon termination of your right to use our Services or Site or our termination of the Services or Site, all licenses and other rights granted to you by these Terms will immediately terminate. Further, you agree not to attempt to use the Site and/or the Services after any such deletion, deactivation or termination (provided, in the case of deactivation due exclusively to your inactivity, you may be permitted to re-register).

## **REGISTRATION**

In order to access certain features of the Services, including but not limited to, Healthcare Providers profile information, you will be required to become a registered User of the Services by creating an account with e-Psychiatry, including the creation of a User profile and a personal password. You are responsible for safeguarding and maintaining the confidentiality of the password you create when you register and you agree not to disclose your password to any third party. You will be solely responsible for any activities or actions taken under your Account, whether or not you have authorized such activities or actions. You agree that the information that you provide to e-Psychiatry, including your registration and any other information provided to gain access to Services will be true, accurate, current, and complete. This information includes, but is not limited to, name, address, phone numbers, email addresses, payment information, and account numbers. Changes can be made in your User profile. Each time you log in to our Services, we will remind you to update your information, but you are solely responsible for the accuracy and completeness of your information. In order to access the member-only portions of the Services, you must provide us with a current, valid email address so that we may contact you. By creating an account, you agree to keep your email address updated

You may also be required to complete a medical profile which will be established for you as a registered User to enter, store, and maintain your health information, and where your Healthcare Providers may communicate with you about your care. All of the information contained in your e-Psychiatry profile will be maintained in accordance with our [Terms of Use](#) and our [Privacy Policy](#). You agree to provide accurate and complete information for your E-Psychiatry profile, and to periodically review the information provided. Please refer to our Privacy Policy for more information.

## USE OF THE E-PSYCHIATRY WEBSITE

e-Psychiatry provides, without limitation, an e-Health platform that helps Users find Healthcare Providers, and facilitate appointment scheduling. e-Psychiatry also facilitates the telemedicine services offered by Healthcare Providers by providing an electronic platform for communications between Healthcare Providers and Users.

In connection with using the Site and the Services to locate and schedule appointments with Healthcare Providers, you understand and acknowledge that you are responsible for choosing your own healthcare provider. e-Psychiatry does not recommend or endorse any Healthcare Providers and does not make any representations or warranties with respect to these Healthcare Providers or the quality of the healthcare services they may provide.

Content provided by Healthcare Provider is intended for general reference purposes only. Such Content often changes frequently and may become out of date, incomplete or inaccurate. e-Psychiatry does not provide any advice, qualification or certification about any particular Healthcare Provider. You are encouraged to independently verify such Content. e-Psychiatry makes no claim as to the safety, appropriateness, or effectiveness of any procedures, products, services or devices marketed through the Services on the Site. You acknowledge that any reliance upon any advice, opinion, statement, or other information displayed or distributed through the Site is at your sole risk.

Healthcare Providers may create a profile page on e-Psychiatry to provide relevant information about their education, experience and areas of specialization. Healthcare Providers are solely and exclusively responsible for the content of their respective profiles. e-Psychiatry will not be liable for the content of the Healthcare Provider's profiles, including, without limitation, the accuracy or reliability of any information contained therein. Users should carefully evaluate the Healthcare Provider(s) prior to selecting them by calling the appropriate licensing or certification authorities to verify listed credentials and education about a particular Healthcare Provider, the Healthcare Provider's office, your current Healthcare Providers, the medical association(s) relevant to the Healthcare Provider's specialty, your state medical board(s), and any other resources for validating the Healthcare Provider's credentials.

## MEDICAL ADVICE

The content of this Site, including all text, graphics, images, information and other material ("**Content**") contained on the Site, are intended for informational and educational purposes only, and not intended to be a substitute for professional medical advice, diagnosis, or treatment.

WHILE THE SERVICES YOU OBTAIN FROM E-PSYCHIATRY MAY CONTAIN SOME GENERAL MEDICAL INFORMATION, THE CONTENT OR SERVICES YOU OBTAIN FROM E-PSYCHIATRY CANNOT AND ARE NOT INTENDED TO PROVIDE MEDICAL ADVICE, AND SHOULD NOT BE CONSIDERED AS SUCH OR AS A SUBSTITUTE FOR INDIVIDUAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT (OTHER THAN A DIRECT RESPONSE FROM A QUALIFIED HEALTHCARE PROVIDER). ALL MEDICALLY RELATED INFORMATION, INCLUDING DIAGNOSIS AND TREATMENT, WILL BE PROVIDED BY THE INDEPENDENT HEALTHCARE PROVIDER(S) YOU QUALIFY AND SELECT. YOUR USE OF THE E-PSYCHIATRY WEBSITE, SERVICES, AND/OR

ITS CONTENT IS NOT INTENDED TO FORM A DOCTOR-PATIENT RELATIONSHIP BETWEEN YOU AND E-PSYCHIATRY.

To the extent medical advice is provided to you by a Healthcare Provider through the Services, such medical advice is based on your personal health data as provided by you and the local standards of care for your presenting symptoms, based on your use of the Services. Responses to your medical questions and any recommended treatment options are not provided by e-Psychiatry, but are provided by your Healthcare Provider. We do not recommend or endorse any specific tests, Facilities, Healthcare Providers, Product and Service Vendors, procedures, opinions, or other information that may appear through the Services.

HealthCare Providers are not employed by, or agents of, e-Psychiatry. To the extent required by applicable state law, each Healthcare Provider is responsible for obtaining your informed consent to any medical diagnosis or treatment, including without limitation, your consent to use telehealth services.

If you have or suspect that you have an urgent medical problem or condition, please contact a qualified medical professional immediately. Do not disregard or delay obtaining medical advice from a medical professional because of information you may have read or obtained on this Site. DO NOT USE E-PSYCHIATRY 's SERVICES FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, IMMEDIATELY CALL 911 AND GO TO YOUR NEAREST HOSPITAL. YOUR USE OF THE CONTENT IS SOLELY AT YOUR OWN RISK. NOTHING STATED OR POSTED ON THE SITE OR AVAILABLE THROUGH ANY SERVICES IS INTENDED TO BE THE PRACTICE OF MEDICINE OR THE PROVISION OF MEDICAL CARE.

## **CREDENTIALING OF HEALTHCARE PROVIDERS**

Healthcare Providers may create a profile page on e-Psychiatry to provide relevant information about their education, experience and areas of specialization. These Healthcare Providers are solely and exclusively responsible for the content of their respective profiles. e-Psychiatry will not be liable for the content of the Healthcare Provider 's profiles, including, without limitation, the accuracy or reliability of any information contained therein.

Your medical care and/or your mental health care are solely the responsibility of you and your Healthcare Provider. All Healthcare Providers who have created a Provider Profile through the ee-Psychiatry Site represent that they have the necessary degrees, licenses and/or certifications in their areas of specialty, as applicable. e-Psychiatry attempts to confirm the state licensure of Healthcare Providers who specifically register with e-Psychiatry. However, since changes may occur in a Healthcare Providers ' professional status at any time, e-Psychiatry recommends that you separately confirm that your Healthcare Provider(s) are in good standing with their respective licensing board(s). E-PSYCHIATRY AS AN E-HEALTH PLATFORM, IS NOT RESPONSIBLE FOR CREDENTIALING HEALTHCARE PROVIDERS AND MAKES NO REPRESENTATION REGARDING THE ACCURACY OF THEIR CREDENTIALS. E-Psychiatry will not be liable for fraudulent credentials or claims made by Healthcare Providers. We recommend that you verify the Healthcare Providers ' credentials, including education and licensure, by calling the appropriate licensing or certification authorities, medical association relative to the Healthcare Provider 's specialty, and the state

medical board to confirm good standing.

## **RESTRICTIONS ON USE OF THIS WEBSITE**

By using this Website, you agree:

1. Not to use this website or Content in any way not explicitly permitted by these Terms or the text of the website itself;
2. Not to copy, modify or create derivative works involving the Content, except you may print a reasonable number of copies for your personal use;
3. Not to misrepresent your identity or provide us with any false information in any information-collection portion of this website, such as a registration or enrollment application page;
4. Not to take any action intended to interfere with the operation of this website;
5. Not to access or attempt to access any portion of this website to which you have not been explicitly granted access;
6. Not to share any password assigned to you with any third parties or use any password granted to a third party;
7. To comply with all applicable laws and regulations while using this website or the Content.

## **FEES AND PAYMENTS**

Any fees associated with the use of e-Psychiatry 's Services, platform and other products and offerings is clearly specified to Users, and must be agreed to in advance by the user.

Any "linked" payment processing accounts with third parties (such as PayPal or credit card accounts) will appear in your User profile on the Site, and you will be able to view at least certain summary information for all such linked payment accounts. You agree to be responsible for any telephone charges and/or Internet service fees you incur in accessing your account(s) through the Services.

e-Psychiatry 's fee arrangements or policies, if any, may be changed from time to time by posting the changes on the e-Psychiatry website 14 days in advance.

## **PRIVACY AND CONFIDENTIALITY**

When You use the Services, e-Psychiatry has access to, and in many cases will monitor, your usage of the Services as you send and receive Content. By using the Services, you agree that e-Psychiatry may collect, use, and disclose information you provide during your use of the Services, as set forth in the e-Psychiatry [Privacy Policy](#). As part of providing you the Services, we may need to provide you with certain communications, such as appointment reminders, service announcements and administrative messages. These communications are considered part of the Services and your Account, which you may not be able to opt out from receiving.

If you prefer to receive email communication containing protected health information ("PHI") from e-

Psychiatry, which may include messages from your Healthcare Provider, appointment reminders, treatment referrals, and prescription information, you need be aware that this unencrypted email is not a secure means of communication. There is some risk that any PHI contained in an email may be disclosed to, or intercepted, printed, or stored by, unauthorized third parties. e-Psychiatry cannot ensure the security or confidentiality of messages sent by email. By using our Site, you agree to these conditions. This authorization indicates you understand and accept the risks involved with unsecure email communication of your PHI.

You hereby agree to hold E-Psychiatry 's proprietary information and trade secrets in strict confidence and not to disclose them or otherwise make them available to any person or third party without e-Psychiatry 's prior written consent. You agree that all Proprietary Information shall be used only for the purpose of providing healthcare services on the Site under this Agreement, and will be returned to e-Psychiatry at such time as you cease using the Services and Site.

You agree to hold e-Psychiatry harmless in the event your information is required to be disclosed by law, or is accidentally or maliciously obtained by a third party.

The confidentiality of any communication or material transmitted to us over the Internet cannot be guaranteed. Consequently, neither we nor our affiliates are responsible for the security of any information transmitted via the Internet or the accuracy of the information contained on this Site.

E-Psychiatry will not sell, share or rent your personal information to any third party or use your email address for unsolicited mail. Any emails sent by us will only be in connection with the provision of agreed services or products. You agree that E-Psychiatry may use de-identified information received from You in accordance with the provisions of the E-Psychiatry [Privacy Policy](#).

## **RESTRICTED ACCESS**

Access to certain areas of this website is restricted. Portions of the Services are viewable without registering with us, but to actively participate or store your information, you must register as a User and authorize the use and disclosure of your personal and health information for purposes of allowing us to provide the Services and as otherwise disclosed in our Privacy Policy. E-Psychiatry reserves the right to restrict access to other areas of this Site, at E-Psychiatry 's discretion. If E-Psychiatry provides you with a User ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the User ID and password are kept confidential.

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E-Psychiatry makes no representations or warranties relating to the education, experience, licensing status or competency of any of the Healthcare Providers who access E-Psychiatry 's e-health administrative platform. In no event will E-Psychiatry be liable for any damages (including, without limitation, direct, indirect, incidental, special, consequential or exemplary damages, damages arising from personal injury/wrongful death, and damages resulting from lost profits, lost data or business interruption), resulting from any services provided by any healthcare provider accessed through this Site, whether based on warranty, contract, tort, or any other legal theory and whether or not E-Psychiatry is advised of the possibility of such damages. E-PSYCHIATRY MAKES NO GUARANTEES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, REGARDING ANY HEALTHCARE PROVIDER 'S PROFESSIONAL QUALIFICATIONS, EXPERTISE, PRICE OR COST INFORMATION OR ANY OTHER INFORMATION PROVIDED ON THE SITE.

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DAMAGES FOR PERSONAL INJURY AND/OR DEATH, MEDICAL MALPRACTICE OR NEGLIGENCE OF HEALTHCARE PROVIDERS UTILIZED THROUGH USE OF E-PSYCHIATRY, LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO YOUR USE OF OR INABILITY TO USE THE SITE.

You agree that E-Psychiatry has no control over, and cannot guarantee the availability of any Healthcare Provider at any particular time when scheduling an office or online appointment with the Provider. We will not be liable for any canceled appointments, or any injury resulting therefrom, or for any other injury resulting or arising from or related to the use of the Site or Services. E-Psychiatry has no control over, and makes no guarantees about the accuracy of content posted by any Healthcare Provider on the Site.

We try to keep our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. You agree that you are making use of our Services at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis.

You agree that E-Psychiatry makes no representations or warranties about the items listed or products sold on the Site or for any materials posted by Users of the Site. E-Psychiatry is not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from the content, actions, or inactions of third parties, including items listed and products sold using our Services. E-Psychiatry is not responsible for any materials posted by Users of the Site. Prior to purchasing any products or services described on the Site, you are advised to verify pricing and other information. Neither E-Psychiatry nor its Affiliates shall have any liability arising from your purchases products or services based upon the information provided on the Site. E-Psychiatry does not monitor or review the content of other websites which are linked to this website, Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. e-Psychiatry 's total liability, if you have any dispute with us, is limited to (a) the cancellation of your registration and the total amount of fees, if any, actually paid by you for access to and use of the Services, or (b) \$100. You hereby release E-Psychiatry from any and all obligations, liabilities and claims in excess of this limitation. In no event shall we be liable to you (or to any third party claiming under or through you) for any indirect, special, incidental or exemplary damages arising from your use, or inability to use, the Site and/or the Services. E-Psychiatry will not be liable to User for any substitution of new services, or the suspension or discontinuation of existing Services or portion thereof.

## **LINKS**

Links to other websites that are included on the Site, are provided for your convenience only. E-Psychiatry does not endorse these sites which may contain materials that are objectionable, unlawful, or inaccurate, or the products and services they provide. We will not be held responsible or liable for the content or accuracy of these other websites, You are solely responsible for your dealings with such third parties and we encourage you to read the terms of use and privacy policies on such third-party websites.

## **MODIFICATIONS TO THE SITE OR SERVICES**

We reserve the right to modify or discontinue the Site or Services with or without notice to You. We will not be liable to You or any third party should we exercise our right to modify or discontinue the Site and/or Services. If You object to any such changes, Your sole recourse will be to cease access to the Site or Services. Continued access to the Site or Services following notice of any such changes will indicate Your acknowledgement of such changes and satisfaction with the Site or Services as so modified.

## **RELEASE AND INDEMNIFICATION**

If you have a dispute with one or more Users, you release E-Psychiatry (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

Upon a request by us, You agree to defend, indemnify, and hold harmless E-Psychiatry, our employees, contractors, officers, directors, agents, parent, other affiliated companies, suppliers, successors, and assigns from any and all liabilities, claims, demands and expenses, including attorney's fees, made by any third party that arise from or are related to (a) your access to the Site, (b) your use of the Services, or (c) the violation of this Agreement (including the Terms of Use and the Privacy Policy) or of any intellectual property or other right of any person or entity, by You or any third party using Your Credentials.

## **CHANGES TO TERMS OF USE**

E-Psychiatry reserves the right to update the Terms of Use at any time as we reasonably deem appropriate. Upon any such change, we will post the amended terms on the Site; we may also attempt to notify you in some other way. Your continued use of the Site and/or the Services following such posting shall constitute your affirmative acknowledgement of the Terms of Use or other applicable Agreement document, the modification, and agreement to abide and be bound by the Terms of Use or other applicable Agreement document, as amended. We encourage You to review these Terms any time you access this Site and to periodically review these Terms of Use. If you choose not to accept these Terms of Use, then you must stop using the Site and the Services.

## **LIMITATION OF CLAIMS**

No action arising under or in connection with this Agreement, regardless of the form, may be brought by you more than one (1) year after the cause of action arose; actions brought thereafter are forever barred.

## **ENTIRE AGREEMENT**

This Agreement and any supplemental terms, policies, rules and guidelines posted through the Services, including the Terms of Use and the Privacy Policy, constitute the entire agreement between you and E-Psychiatry and supersede all prior agreements between you and E-Psychiatry. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remainder of

the provisions shall remain in full force and effect. Failure by E-Psychiatry to enforce any provision of this Agreement shall not be construed as a waiver of any provision or right.

## **GOVERNING LAW**

Except to the extent applicable law provides otherwise, this Agreement between You and E-Psychiatry, and any access to or use of the Site or the Services are governed by the federal laws of the United States of America and the laws of the State of Indiana, without regard to conflict of law provisions.

## **ARBITRATION AND CLASS ACTION WAIVER**

You agree that all disputes between you and E-Psychiatry, including without limitation disputes related to these Terms of Use, your use of services, and/or rights of privacy, will be resolved by binding, individual arbitration under the American Arbitration Association. You and E-Psychiatry expressly waive trial by jury. Neither You nor we will participate in a class action or class-wide arbitration for any claims covered by this Agreement to arbitrate. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Service.

## **ASSIGNMENT**

We may assign, delegate, sub-contract or otherwise transfer our rights and/or obligations under the Agreement, including without limitation, these Terms of Use and E-Psychiatry 's Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent and without prior notification. You may not assign, sub-contract or otherwise transfer this Agreement to anyone else and any attempt to do so in violation of this section shall be null and void.

## **SEVERABILITY**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **ACCESSIBILITY OF SITE OUTSIDE OF USA**

Unless otherwise agreed by E-Psychiatry, the Services described in this Agreement are solely offered within the United States of America. We make no representation that the Site or Services are appropriate or available for use outside of the United States of America. Those who choose to access this Site from a location outside of the United States of America are doing so of their own accord and are responsible for compliance and applicable local laws.

You acknowledge that you have read these Terms of Use, understand the Terms of Use, and will be bound

by these terms and conditions.

Updated: December 15, 2015