

Terms of use

Effective Date: November 1st, 2017

Comiere exists to improve your healthcare experience, and we hope you'll make great use of our service. These terms explain your rights and responsibilities when using Comiere. If you have any questions, feel free to contact us at service@Comiere.com. You can also learn more at Comiere.com. Thank you so much for choosing Comiere.

The following terms and conditions constitute an agreement between you and Comiere Healthcare, Inc. ("Comiere," "we," or "us"), the operator of Comiere.com (the "Site") and related websites, applications, services and mobile applications provided by Comiere and on/in which these Terms of Use is posted or referenced (collectively, the "Services"). These terms of use (the "Terms of Use"), 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.

BY USING OR OTHERWISE ACCESSING THE SERVICES, AND/OR BY REGISTERING WITH US, YOU AGREE TO THE TERMS OF THIS AGREEMENT, INCLUDING THE INFORMATION PRACTICES DISCLOSED IN OUR PRIVACY POLICY AND THE USE RESTRICTIONS IN THE ACCEPTABLE USE POLICY AND THE TERMS AND CONDITIONS IN THE ADDITIONAL TERMS, AND TO RESOLVE ANY DISPUTE THAT YOU MAY HAVE WITH US OR THE SERVICES IN THE STATE OF ILLINOIS. IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU CANNOT USE THE SERVICES. Please note that we offer the Services "AS IS" and without warranties. 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.

1. ABOUT THE SITE

Portions of the Services are viewable without registering with us, but to actively use the services you must register as a member and authorize the use and disclosure of your information for purposes of allowing us to provide the Services and as otherwise disclosed in our Privacy Policy.

You acknowledge that some Content viewable without a registration may be provided by individuals in the medical profession, the provision of such Content does not create a medical professional/patient relationship, and does not constitute an opinion, medical advice, or diagnosis or treatment, but is provided to assist you with locating appropriate medical care from a doctor, dentist or other healthcare specialist, professional or provider (collectively, "Healthcare Provider"). "Content" means content, text, data, graphics, images, photographs, video, audio, information, suggestions, guidance, and other materials provided, made available or otherwise found through the Services and/or Site, including without limitation Content provided in direct response to your questions or postings.

Once you register with us, the Services do allow you to enter into or further an existing medical/professional/patient relationship with a Healthcare Provider. However, this relationship is

between you and the Healthcare Provider, and you acknowledge that you do not have a medical/professional/patient relationship with Comiere.

WE MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO PROFESSIONAL QUALIFICATIONS, EXPERTISE, QUALITY OF WORK, PRICE OR COST INFORMATION, INSURANCE COVERAGE OR BENEFIT INFORMATION, OR OTHER CONTENT THROUGH THE SERVICES. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON ANY SUCH CONTENT. FURTHERMORE, WE DO NOT IN ANY WAY ENDORSE OR RECOMMEND ANY INDIVIDUAL LISTED OR ACCESSIBLE THROUGH THE SERVICES.

2. ONLY HEALTHCARE PROVIDERS PROVIDE MEDICAL ADVICE

The Content that you obtain or receive from Comiere itself, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise through the Services is for informational, scheduling and payment purposes only. All other medically related information comes from independent healthcare professionals and organizations and is their responsibility.

THE CONTENT, WHETHER SUCH CONTENT IS PROVIDED BY OR THROUGH THE USE OF THE SERVICES OR THROUGH ANY OTHER COMMUNICATIONS FROM COMIERE, IS NOT INTENDED AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, IN PERSON PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL ADVICE FROM A QUALIFIED HEALTHCARE PROVIDER BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE SITE. DO NOT USE THE SERVICES FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, IMMEDIATELY CALL A HEALTH CARE PROFESSIONAL AND 911. 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, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE, DENTISTRY, NURSING, OR OTHER PROFESSIONAL HEALTH CARE ADVICE, OR THE PROVISION OF MEDICAL CARE BY COMIERE ITSELF.

We do not recommend or endorse any specific tests, Healthcare Providers, procedures, opinions, or other information that may appear through the Services. If you rely on any Content provided through the Services, you do so solely at your own risk.

We have no control over, and cannot guarantee the availability of any Healthcare Provider at any particular time. We will not be liable for cancelled or otherwise unfulfilled 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 whatsoever.

3. AUTHORIZATION AND ACKNOWLEDGEMENT; IMPORTANT INFORMATION ABOUT HEALTHCARE PROVIDER RELATIONSHIPS AND LISTS

In connection with using the Site and the Services to interact with Healthcare Providers, you understand that you are ultimately responsible for choosing your own healthcare provider.

Comiere uses reasonable efforts to ensure that Healthcare Providers only participate in the Services if they hold all active licenses required by law to practice the specialties of the services offered by them, and are not excluded from participation in the Medicare and Medicaid programs. Comiere may exclude Healthcare Providers who, in Comiere's discretion, have engaged in inappropriate or unprofessional conduct.

4. THE SERVICES AND CONTENT AS INFORMATIONAL AND EDUCATIONAL RESOURCES

We make the Services available as a service to consumers and Healthcare Providers. We may, but have no obligation to, have Content posted through the Services reviewed by our editorial personnel. It is important to note, however, that the timeliness, accuracy, and completeness of any or all of the Content is not guaranteed. Neither the authors, the editorial personnel, nor any other party involved in the preparation or publication of this work can guarantee that the Content contained herein is accurate or complete, and they will not be responsible for any errors or omissions or for the results obtained from the use of such Content.

You are encouraged to independently confirm the Content contained herein with other sources and to seek the advice of a qualified Healthcare Provider.

Healthcare Provider Content:

Healthcare Provider Content is provided by the Healthcare Provider. Neither the Site nor Comiere provides any advice or qualification certification about any particular Healthcare Provider. You are encouraged to independently verify such Content.

Procedures/Products/Services:

The procedures, products, services and devices discussed and/or marketed through the Services are not applicable to all individuals, patients or all clinical situations. Any products, services or devices represented through the Services by advertisers, sponsors, and other participants of the Services, either paid or unpaid, are presented for your awareness and do not necessarily imply, and we make no claims as to, safety or appropriateness for any particular individual or prediction of effectiveness, outcome or success.

Insurance Content:

The insurance and insurance related Content (including, without limitation, insurance coverage and benefit Content) is intended for general reference purposes and for your convenience only (“Insurance Content”). Such Insurance Content is based on Personal Information (as defined below) you provide to us as well as Healthcare Provider Content. The Insurance Content is provided either directly by the insurance provider you identify or via a third-party clearinghouse. Insurance Content often changes frequently and may become out of date, incomplete or inaccurate. In order to improve (but not guarantee) the accuracy of the Insurance Content, you acknowledge and agree that you will (a) provide accurate and complete insurance-related Personal Information, and (b) verify and update your insurance-related Personal Information (including, without limitation, verifying such Personal Information obtained by automated means from an insurance card you provide); Comiere will not be responsible for your failure to comply with subparts (a) or (b) hereof, nor for any inaccurate, incomplete or outdated Insurance Content, regardless of the reason.

5. REGISTRATION

As part of the registration process, you will provide an e-mail address and create a password. These are your credentials for accessing the Services that are only available to members (“Credentials”). You should keep your Credentials private and not share your Credentials with anyone else. You must

immediately notify us if your password has been stolen or compromised by sending an email to service@Comiere.com.

6. YOUR PERSONAL INFORMATION

In order to register, you must provide certain basic information about yourself. Also, you may opt to voluntarily share additional information in order to benefit from all the Services we provide. Our Privacy Policy details how we may use, share and maintain your information, which may include without limitation your name, address, social security number and contact information; insurance information; medical history and current needs; billing information; and other information that is either requested by Comiere or voluntarily provided ("Personal Information"). By submitting such information, you authorize Comiere, its employees, agents and others operating on its behalf to use and/or disclose such information in accordance with our Privacy Policy. Please review the Privacy Policy carefully, as your use of the Services constitutes your agreement to it.

If you elect to enter information into a medical history form ("Medical History Form") on behalf of yourself or a third party from whom you have authorization to provide such information, on your request you authorize us to provide such information to the specified Healthcare Provider. You acknowledge and agree that such information will be reviewed and approved by you or someone authorized by you at the time of your appointment to ensure its accuracy. You also acknowledge that Comiere may use the data or information you provide on a Medical History Form in accordance with our Privacy Policy.

7. YOUR RESPONSIBILITIES

In addition to the fees you pay for your use of the Services, usual, customary and any other charges for any medical or related services rendered by Healthcare Providers may apply and will be entirely your responsibility. You must resolve any dispute between you or any Healthcare Provider arising from any transaction hereunder directly with the Healthcare Provider.

You are responsible for all use of the Services and for all use of your Credentials, including use by others to whom you have given your Credentials. You may only use the Site and the Services for lawful purposes. You may not use the Site in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of the Site or the Services. 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.

In addition to our rights in these Terms of Use, we may take any legal action and implement any technological measures to prevent violations of the restrictions hereunder and to enforce these Terms of Use.

8. CHANGES TO THE SERVICES; NEW SERVICES; ADDITIONAL TERMS

We may from time to time add new services to the Services, substitute a new service for one of the existing Services, or discontinue or suspend one of the existing Services. Information about the new

services will be included through the Services, and the use of new services will be governed by this Agreement. You agree that Comiere will not be liable to you or any third party for any suspension or discontinuation of any of the Services or portion thereof.

9. LINKS TO OTHER SITES

The Services may include links to other websites, including links provided as automated search results. Some of these websites may contain materials that are objectionable, unlawful, or inaccurate. These links are provided for your convenience only and we do not endorse these sites or the products and services they provide. You acknowledge and agree that we are not responsible or liable for the content or accuracy of these other websites.

10. CONTENT YOU POST OR SUBMIT

You will have the opportunity to submit feedback regarding your experiences with Healthcare Providers featured through the Services, to submit inquiries concerning possible medical needs and to participate in the other interactive and community features of the Site (collectively "Posted Information"). It is important that you act responsibly when providing Posted Information. All Posted Information must comply with our terms of service.

Comiere reserves the right to investigate and at our discretion take appropriate action against anyone who violates this provision, including without limitation, removing any offending communication from the Services and terminating the membership of such violators or blocking your use of the Services.

By posting Posted Information through the Services, you agree to and hereby do grant, and you represent and warrant that you have the right to grant, to Comiere and its contractors an irrevocable, perpetual, royalty-free, worldwide non-exclusive license to use, copy, publicly perform, digitally perform, publicly display, and distribute such Posted Information and to adapt, edit, translate, prepare derivative works of, or incorporate into other works, such Posted Information.

11. YOUR USE OF CONTENT

All of the Content is owned by us or our licensors and is protected by copyright, trademark, patent, and trade secret laws, other proprietary rights, and international treaties. You acknowledge that the Services and any underlying technology or software used in connection with the Services contain Comiere's proprietary information. We give you permission to use the aforementioned content for personal, non-commercial purposes only and do not transfer any intellectual property rights to you by virtue of permitting your use of the Services. Except as expressly and unambiguously provided herein, neither Comiere nor its suppliers grant you any express or implied rights, and all rights in the Site and the Services not expressly granted by Comiere to you are retained by Comiere.

12. DISCLAIMER OF WARRANTIES

WE PROVIDE THE SITE AND THE SERVICES "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE." WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES ABOUT THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING ALL STATUTORY WARRANTIES, WITH RESPECT TO THE SERVICES AND THE SITE, INCLUDING WITHOUT LIMITATION ANY

Commented [IH1]: Should like to add that Comiere has the right to review any feedback comments as moderator before publishing it.

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WARRANTIES THAT THE SERVICES ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, RELIABLE OR ACCURATE OR WILL MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICES (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF INFORMATION PROVIDED BY USERS OF THE SERVICES OR ANY OTHER DATA OR INFORMATION PROVIDED OR RECEIVED THROUGH THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMIERE MAKES NO WARRANTIES ABOUT THE INFORMATION SYSTEMS, SOFTWARE AND FUNCTIONS MADE ACCESSIBLE THROUGH THE SERVICES OR ANY OTHER SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION. COMIERE DOES NOT WARRANT THAT THE SITE OR THE SERVICES WILL OPERATE ERROR-FREE, BUG-FREE OR FREE FROM DEFECTS, THAT LOSS OF DATA WILL NOT OCCUR, OR THAT THE SERVICES, SOFTWARE OR SITE ARE FREE OF COMPUTER VIRUSES, CONTAMINANTS OR OTHER HARMFUL ITEMS.

13. GENERAL LIMITATION OF LIABILITY

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS THE CANCELLATION OF YOUR REGISTRATION. IN NO EVENT SHALL OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO OR ARISING OUT OF YOUR USE OF THE SERVICES OR THE SITE, REGARDLESS OF THE FORM OF ACTION, EXCEED THE GREATER OF: (a) THE TOTAL AMOUNT OF FEES, IF ANY, THAT YOU PAID TO REGISTER FOR THE SITE OR THE SERVICES, OR (b) \$100.

IN NO EVENT SHALL WE BE LIABLE TO YOU (OR TO ANY THIRD PARTY CLAIMING UNDER OR THROUGH YOU) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, OR INABILITY TO USE, THE SITE AND/OR THE SERVICES. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, ANY OTHER COMMERCIAL DAMAGES OR LOSSES, OR MEDICAL MALPRACTICE OR NEGLIGENCE OF HEALTHCARE PROVIDERS UTILIZED THROUGH USE OF THE SERVICE, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED IN ACCORDANCE HEREIN TO THE MAXIMUM EXTENT PERMITTED BY LAW.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR".

14. TERMINATION

We may terminate and/or suspend your registration immediately, without notice, if there has been a violation of this Agreement or other policies and terms posted on the Site or through the Services by you or by someone using your Credentials. We may also cancel or suspend your registration for any other reason, including inactivity for an extended period. Comiere shall not be liable to you or any third party for any termination of your access to the Site and/or the Services. Further, you agree not to attempt to

Commented [IH4]: What is the purpose of mentioning \$100 amount here.

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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). Sections 2, 3, 4, 7, 10, 11, 12, 13, 14, 15, and 16 shall survive any termination or expiration of these Terms of Use.

15. INDEMNIFICATION

Upon a request by us, you agree to defend, indemnify, and hold harmless us, our employees, contractors, officers, directors, agents, parent, other affiliated companies, suppliers, successors, and assigns from 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 without limitation the Terms of Use, the Acceptable Use Policy, and the Additional Terms), or of any intellectual property or other right of any person or entity, by you or any third party using your Credentials. The foregoing indemnification obligation does not apply to liabilities, claims and expenses arising as a result of our own gross negligence or intentional misconduct.

16. MISCELLANEOUS

We may change these Terms of Use and the other documents consisting of the Agreement 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 periodically review these Terms of Use. IF AT ANY TIME YOU CHOOSE NOT TO ACCEPT THESE TERMS OF USE, INCLUDING FOLLOWING ANY SUCH MODIFICATIONS HERETO, THEN YOU MUST STOP USING THE SITE AND THE SERVICES.

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.

This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of Illinois as applied to contracts made and to be performed entirely within Illinois, without giving effect to the state's conflicts of law statute.

This Agreement and any supplemental terms, policies, rules and guidelines posted through the Services, including the Privacy Policy, constitutes the entire agreement between you and us and supersede all previous written or oral agreements. 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 remaining portions shall remain in full force and effect. The failure of Comiere to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret or construe the meaning, scope or intent of this Agreement or any terms or conditions therein.

We may assign this contract at any time, including without limitation to any parent, subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of our company to another entity. You may not assign, transfer or sublicense this Agreement to anyone else and any attempt to do so in violation of this section shall be null and void.

You must be 18 years of age or over, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, to register with us or use the Site and the Services.