

HEALTHMPOWERS, INC.

TERMS OF USE

Rev. 2/3/16

Acceptance of Terms of Use

This Terms of Use Agreement (the “Agreement”) states the terms and conditions under which you may use this website (the “Site”). Please read the Agreement carefully. The Site contains various information relating to HealthMPowers, Inc. (“HealthMPowers”, “us”, or “our”) in the form of text, graphics, news, reports, and other materials (tangible or intangible) (“Content”). By accessing, browsing and/or using the Site you acknowledge that you have read, understood, and agree to be legally bound by the Agreement. If you do not accept the Agreement (and therefore do not agree to be bound by the Agreement), do not use the Site. HealthMPowers reserves the right to amend the Agreement at any time by posting the amended terms on the Site.

Restrictions on Use of Materials

You acknowledge that the Site contains Content that is protected by copyrights, trademarks, service marks, patents, or other proprietary rights, and that these rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed. You also acknowledge that the Content is and shall remain the property of HealthMPowers or any other party (each a “Contributor”) who has been involved in the creation of the Content. You shall at no time assert any claims of ownership over any content by reason of your use of or any right to use the Site and shall not grant or create or suffer to exist any lien or other security interest arising therefrom. You agree to comply with all copyright and trademark laws and you shall not encumber any interest in, or assert any rights to, the Content. You may not modify, transmit, participate in the sale or transfer of, or create derivative works based on any Content, in whole or in part. You may print copies of the Content, provided that these copies are made only for personal, noncommercial use and that you maintain any notices contained in the Content, or maintained by the Contributor, such as all copyright notices, trademark legends, or other proprietary rights notices. You shall not store electronically any significant portion of any Content. HealthMPowers authorizes you to view and use the Content on the Site solely for your personal, noncommercial use. The use of the Content on any other site, including by linking or framing, or in any networked computer environment for any purpose is prohibited without HealthMPowers’ prior written approval.

Links to Other Sites

As a convenience to you, the Site may provide links to third-party websites of entities, organizations, and persons with whom HealthMPowers may or may not associate from time to time (“Third-Party Sites”) where we believe you will find such information useful or of interest. While HealthMPowers tries to provide accurate and quality information, **our decision to link to a Third-Party Site is not an endorsement of the content in the linked Third-Party Site. HealthMPowers IS NOT RESPONSIBLE FOR THE CONTENT OF ANY THIRD-**

PARTY WEBSITE, NOR DOES HEALTHMPOWERS MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE CONTENT (OR THE ACCURACY OF SUCH CONTENT) ON ANY THIRD-PARTY WEB SITES, AND HEALTHMPOWERS SHALL HAVE NO LIABILITY OF ANY NATURE WHATSOEVER IN RELATION TO ANY OF THE FOREGOING. You should take precautions when downloading files from this and all Third-Party Sites to protect your computer from viruses and other destructive programs. If you decide to access linked Third-Party Sites, you do so at your own risk. Once you click on a link connecting you to a Third-Party Site, your use of that site and the collection and use of your personal information at the site will be governed by the Third-Party Site's terms of use and/or privacy policy, and not by the Terms of Use and/or Privacy Policy of this Site. You should direct any concerns regarding the Third-Party Site to the Third-Party Sites' administrator or webmaster.

DISCLAIMER OF WARRANTY

THE CONTENT PROVIDED ON THE SITE IS PROVIDED AS A SERVICE TO MEMBERS OF THE PUBLIC. INFORMATION PRESENTED ON THE SITE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. NO INFORMATION PRESENTED ON THE SITE CONSTITUTES MEDICAL ADVICE, NOR DOES IT CREATE A DOCTOR-PATIENT OR COUNSELING RELATIONSHIP BETWEEN HEALTHMPOWERS AND ANY OTHER PARTY. YOU ACKNOWLEDGE AND AGREE THAT THE SITE AND THE CONTENT THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NONE OF HEALTHMPOWERS, ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INTERNS OR VOLUNTEERS (COLLECTIVELY THE "HEALTHMPOWERS PARTIES") GUARANTEES THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY OF THE CONTENT.

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IN NO EVENT SHALL ANY OF THE HEALTHMPOWERS PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE CONTENT, SERVICE, OR THE AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR NEGLIGENCE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS HEALTHMPOWERS PARTIES' LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE.

No Framing Allowed

Elements of the Site are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part by any means, including but not limited to, the use of framing or mirrors. None of the Content for our Site may be retransmitted without the express written consent of HealthMPowers.

User Submissions

You agree to and do hereby grant HealthMPowers and our affiliates and partners a nonexclusive, perpetual, irrevocable, worldwide, sublicensable, transferrable, royalty-free right and license to use, store, display, publish, transmit, transfer, distribute, reproduce, rearrange, edit, modify, aggregate, create derivative works of and publicly perform the Content that you submit to the Site for any purpose, in any form, medium, or technology now known or later developed. You also grant us a permission to use your user name in connection with our use of any content you provide to us, including in connection with off-Site uses of such submitted content. Any comments or materials sent to us, including feedback data, such as questions, comments, suggestions and any other response shall be deemed to be nonconfidential.

Copyright Complaints

HealthMPowers respects the rights of intellectual property holders. If you believe that any content on the Site violates these Terms or your intellectual property rights, you can report such

violation to us in accordance with the Digital Millennium Copyright Act (17 U.S.C. §512). In the case of an alleged infringement, please provide the following information:

- A description of the copyrighted work or other intellectual property that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Site (including the exact URL);
- An address, a telephone number, and an e-mail address where we can contact you;
- A statement that you have a good faith belief that the use is not authorized by the copyright or other intellectual property rights owner, by its agent, or by law;
- A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf; and
- Your electronic or physical signature, or that of the person authorized to act on behalf of the owner of the copyright or other right being infringed.

We may request additional information before we remove allegedly infringing material. You may report a copyright violation by providing the above information to the following HealthMPowers designated agent: Christi Kay, Executive Director, HealthMPowers, Inc., 250 Scientific Drive, Suite 500, Norcross, GA 30092 or christi.kay@healthmpowers.com. We will terminate the user account of any user who repeatedly submits content that violates our intellectual property policies. A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had Content removed from the Site more than twice.

Intellectual Property

All Site Content is protected by copyright and is owned by HealthMPowers or used with permission. HealthMPowers and the M logo are trademarks or registered trademarks of HealthMPowers, Inc.

Termination

HealthMPowers reserves the right, in its sole discretion, to restrict, suspend, or terminate the Agreement and your access to all or any part of the Site or the Content, at any time and for any reason without prior notice or liability. HealthMPowers reserves the right to change, suspend, or discontinue all or any part of the Site or the content at any time without prior notice or liability.

User Must Comply with Applicable Laws

The Site is based in the State of Georgia. HealthMPowers makes no claims concerning whether the Content may be downloaded or are appropriate for use outside of the United States. If you access the Site from outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

Dispute Resolution

In the event of any dispute, claim, question or disagreement arising from or relating to this Agreement, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of thirty (30) days, then all disputes shall be resolved by binding arbitration in Atlanta, Georgia, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"), subject to the limitations of this section. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of a demand for arbitration shall be filed in writing with the other party hereto and with the AAA. The demand for arbitration shall be made within a reasonable time after the dispute has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. The parties agree that one (1) arbitrator shall arbitrate the dispute. The arbitrator shall be selected by the joint agreement of the parties, but if they do not so agree within twenty (20) days after the date of the notice of a demand for arbitration referred to above, the selection shall be made pursuant to the Commercial Arbitration Rules of the AAA from the panels of business arbitrators maintained by the AAA. The decision of the arbitrator shall be made in writing, shall be final, judgment may be entered upon it in any court having jurisdiction thereof, and the decision shall not be subject to vacation, modification or appeal, except to the extent permitted by sections 10 and 11 of the Federal Arbitration Act, the terms of which sections the parties agree shall apply. The expenses of arbitration, including reasonable attorneys' fees and the fees and expenses of the arbitrator, shall be shared equally by the parties.

The Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, except with regard to its conflicts of law rules. Any action relating to the Content, Site or the Agreement must be brought in the federal or state courts located in the metropolitan Atlanta, Georgia area, and you hereby irrevocably consent to the jurisdiction of such courts. Any cause of action you may have with respect to the Content, Site or the Agreement must be commenced within one (1) year after the claim or cause of action arose, or is barred.

Miscellaneous

In the event that any portion of the Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with the applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the Agreement shall remain in full force and effect. The paragraph headings herein are provided only for reference and shall have no effect on the construction or interpretation of the Agreement. HealthMPowers' failure to enforce your strict performance of any provision of the Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of the Agreement. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Agreement. The Agreement contains the entire agreement of the parties for the Site and supersedes all existing agreements and all other oral, written, or other communication between the parties concerning its subject matter. You agree to use the Content and the Site only for lawful purposes. You are prohibited from any use of the Content or the Site

that would constitute an illegal offense, give rise to liability, or otherwise violate any applicable local, state, national, or international law or regulation.