

IANA Health LLC
A MARYLAND COMPANY
Terms of Service

Last updated on May 15, 2018

We Do Not Offer Medical Advice

THE CONTENT, INCLUDING ALL TEXT, GRAPHICS AND OTHER INFORMATION, DISPLAYED ON THE IANA HEALTH WEBSITE AND RELATED SOCIAL MEDIA PLATFORMS (THE "SITE") IS FOR INFORMATIONAL PURPOSES ONLY. THE CONTENT IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION.

IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY. RELIANCE ON ANY INFORMATION PROVIDED BY THE SITE, OR ANYONE YOU HAVE CONTACTED THROUGH USE OF THE SITE IS SOLELY AT YOUR OWN RISK.

These Terms are Legally Binding

These Terms of Service ("**Terms**") form a legally binding contract between you ("you," or "your") and IANA Health ("we," "us", "our" or "IANA"). As part of these Terms, you agree to comply with the most recent version of our Privacy Policy, which is incorporated by reference into these Terms.

IANA Health, LLC is a healthcare services company based in Bethesda, Maryland. IANA's focus is on prescription opioid, alcohol, tobacco, and other drug substance dependence and addiction to enable successful daily management of the issue. IANA provides a one-stop hub for content, tools, and links related to opioid, alcohol, tobacco, and drug substance use disorders. Individuals, families, caregivers, and health professionals can access and quickly find information, tools, other educational resources, clinicians and support groups from a single portal (the "**Service**").

Any new tools, products, services, features, or marketplaces added to the Service shall be subject to this Terms of Service. We reserve the right to update and change the Terms of Service by posting updates and changes on the IANA website at any time. You can review the updated Terms of Service at any time here: <https://ianahealth.com/about-us/policies/>. You agree that it is your responsibility to check the Terms of Service from time to time for any updates or changes that may impact you, your purchase, or your marketplace. If you access or use the Service, or continue accessing or using the Service after being notified of a change to the Terms or the Privacy Policy, you confirm that you have read, understand and agree to be bound by the new Terms and Privacy Policy.

Please feel free to contact us at legal@ianahealth.com for any questions, inquiries or issues.

Please note that Section 20 (Disputes) with IANA contains an arbitration clause and class action waiver. By agreeing to the Terms, you agree to resolve all disputes through binding individual arbitration, which means that you waive any right to have those disputes decided by a judge

or jury, and that you waive your right to participate in class actions, class arbitrations, or representative actions.

1 USER ACCOUNTS

- 1.1 **Registering.** If and when additional services requiring a user account become available, users may either contact IANA via email, or they may create a user account by providing their full legal name, mailing address, valid email address, and/or any other information that is marked as required. IANA reserves the right to reject any new registration or cancel any existing account at any time and for any reason.
- 1.2 Users may only register for an account for themselves or for a company or group that they have the authority to represent. Users represent and warrant that they have the authority to bind their employer, company, or group to this Terms of Service.
- 1.3 It is the User's responsibility to choose and maintain a secure password to access the Service. Users acknowledge that IANA is not liable for any breach, loss, or damage from your failure to maintain the security of an account and/or password.
- 1.4 **Misuse of Account.** Users shall not:
- (a) Select or use a User ID with the intent to impersonate another person;
 - (b) Use another User ID without appropriate authorization;
 - (c) Select a User ID that is offensive, vulgar or obscene.
- 1.5 Users are responsible for all activity that occurs on their account. Users must immediately notify IANA of any unauthorized use of their account, or any other account related security breach of which a User is aware.
- 1.6 Any breach or violation of any term in the Terms of Service as decided solely by IANA will result in the immediate termination of the account.

2 WARRANTIES

- 2.1 **User Warranties.** You warrant and represent, and can demonstrate to our full satisfaction upon request, that:
- (a) You are either at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and is fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.
 - (b) You own or otherwise controls all rights to any uploaded Content or have full authority to act on behalf of any and all owners of any right, title or interest in and to any Content uploaded to the Service, and have permission to use the name and likeness of each identifiable individual person uploaded to the Service.
 - (c) All information and User Content posted or transmitted through the Service is the sole responsibility of the User from which such content originated. IANA will not be liable for any errors or omissions in any User Content.
- 2.2 We do not endorse or have control over any User Content, nor can we guarantee the authenticity of any information that Users may provide about themselves, including their identity.

- 2.3 You acknowledge that all Content accessed using the Service is at your own risk and you will be solely responsible and liable for any damage or loss to you or any other party resulting therefrom.

3 USER CONTENT

- 3.1 **User Content.** You may upload images, videos, text, comments, graphics, etc. of (collectively, the “**User Content**”) as part of your use of the Service.
- 3.2 **Rights and Licenses.** When you upload User Content to the Service, you grant IANA and its authorized sub-licensees and distributors, a worldwide, non-exclusive, royalty-free, right and license to reproduce, distribute, digitally transmit, stream, display, create derivative works of, communicate to the public, synchronize, and collectively exploit your content and all associated copyrightable works or metadata for the purposes of providing the Service. The foregoing license grant does not affect your ownership or license rights in User Content, including the right to grant additional licenses to the material. You agree to indemnify IANA and its affiliates, directors, officers and employees and hold them harmless from any and all claims and expenses, including attorneys' fees, arising from the media and/or your failure to comply with these the terms described in this document.
- 3.3 **Personal Information.** The personal information you submit to IANA is governed by the IANA Privacy Policy. To protect your privacy, you agree that you will not submit any media that contains Personally Identifiable Information (like name, phone number, email address or web site URL) of anyone else. Uploading media like images or video of other people without their permission is strictly prohibited.
- 3.4 **Public Areas.** The Site contains functionality (including blogs, message boards, user reviews, etc.) that allows users to upload content to the Site (collectively "Public Areas") and users may also upload content via our official brand presence on social media platforms and branded hashtags (including, without limitation Facebook, Twitter, Google Plus, YouTube, Instagram, LinkedIn, and Pinterest, collectively "Social Media Platforms"). Users You agree that you will not upload or transmit any communications or content of any type to the Public Areas or Social Media Platforms that infringe or violate any rights of any party. By submitting communications or content to the Public Areas or Social Media Platforms, you agree that such submission is non-confidential for all purposes. IANA is not responsible for the operation, terms of use or policies of any Social Media Platform. Before using any Social Media Platform. You should review the terms of use and policies of all Social Media Platforms before making use of their services. If you make any submission to a Public Area or a Social Media Platform or if you submit any business information, idea, concept or invention to IANA by email, you automatically grant-or warrant that the owner of such content or intellectual property has expressly granted-IANA a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. IANA may sublicense its rights through multiple tiers of sublicenses. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, do not submit them to the Public Areas or Social Media Platforms or to IANA by email. We try to answer every email in a timely manner, but are not always able to do so.
- 3.5 **Photos and Videos.** You agree to only post or upload media (like photos, videos or audio) on the IANA site or a Social Media Platform that you have taken yourself or that you have all rights to transmit and license and which do not violate trademark, copyright, privacy or any other rights of any other person. By uploading any media on the IANA site or a Social Media Platform, you warrant that you have permission from all persons appearing in your media for you to make this contribution and grant rights described herein. Never post a picture or video of or with someone else unless you have their explicit permission.

- 3.6 **Hate Speech.** It is strictly prohibited to upload media of any kind that contain expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these Terms and Conditions, the IANA Advertising Policy and the IANA Privacy Policy.
- 3.7 **Emergencies.** In cases where you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately. If you think you may have a medical emergency, call your doctor or 911 immediately.
- 3.8 IANA reserves the right to review all media prior to submission to the site and to remove any media for any reason, at any time, without prior notice, at our sole discretion

4 COMMUNICATIONS

- 4.1 By creating an account on our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information sent by us or any third party.
- 4.2 You may opt out of receiving any, or all, of these communications from us or third parties by following the unsubscribe link or instructions provided in any email we send.

5 THIRD PARTY SERVICES

- 5.1 We may provide links to third-party web sites or offer to you certain third party services including but not limited to the ability to connect with clinicians and support groups online or in-person or subscribe to health insurance or provider plans (collectively, "**Third Party Service(s)**"). Such Third Party Services are provided "AS IS" without indemnification, support, or warranty of any kind, and this Agreement does not apply to your use of any such offered Third Party Services.
- 5.2 You are responsible for evaluating whether you want to access or use such Third Party Services, and, in certain circumstances where required or applicable, may opt-out from such Third Party Services available outside of the Site, or may choose to not utilize such Third Party Services at any time. We reserve the right to suspend Third Party Services at any time. You should review any applicable terms and/or privacy policies of a Third Party Service before using it or sharing any information with it, because you may give the operator permission to use your information outside of what you have agreed to herein. We are not responsible for, nor endorse any features, content, advertising, products or other materials on or available from such Third Party Services.
- 5.3 IANA also may select certain sites as priority responses to search terms you enter and IANA may agree to allow advertisers to respond to certain search terms with advertisements or sponsored content. IANA does not recommend and does not endorse the content on any third-party websites. IANA is not responsible for the content of linked third-party sites, sites framed within the IANA Site, third-party sites provided as search results, or third-party advertisements, and does not make any representations regarding their content or accuracy. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites.

6 PAYMENTS

- 6.1 We reserve the right at any time to change our fees (including to begin charging for services that we are currently providing free of charge) and billing methods, either immediately upon posting on the Site or by email delivery to you.
- 6.2 If you wish to purchase any product or service made available through the Service or from any third party ("**Purchase**"), you may be asked to supply certain information

relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, and your billing address.

- 6.3 You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply is true, correct and complete.
- 6.4 The Site may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.
- 6.5 The Site reserves the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order, if fraud or an unauthorized or illegal transaction is suspected, or other reasons.

7 CONDITIONS OF USE

- 7.1 The User agrees that it shall only use the Service for legal purposes and shall NOT:
- (a) engage in any conduct that is unlawful, immoral, threatening, abusive or in a way that is deemed unreasonable by IANA in sole its discretion.
 - (b) use the Service and/or Item in any manner inconsistent with this Agreement;
 - (c) act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Service or any operating system;
 - (d) infringe our intellectual property rights or those of any third party in relation to your use of the Service and/or Item;
 - (e) transmit any material that is confidential or proprietary;
 - (f) use the Service and/or Item in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
 - (g) collect social security or insurance number, financial account number, drivers' license number, health information, or other sensitive information required to be secured under applicable local, state, provincial, national, or other law, rule, or regulation, or for which disclosure is required in case of a data breach without first obtaining our prior written consent; and
 - (h) collect or harvest any information or data from the Service or attempt to decipher any transmissions to or from the servers running any Service;
 - (i) access the Service in order to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of the Service;
 - (j) use the Service in any manner that may harm minors or that interacts with or targets people under the age of thirteen;
 - (k) impersonate any person or entity, including, but not limited to, an employee of ours, or falsely state or otherwise misrepresent your affiliation with a person, organization or entity;
 - (l) use the Service to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration

and Nationality Act or other laws and regulations concerning national security, defense or terrorism;

- (m) access, search, or create accounts for the Service by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk);
- (n) send unsolicited communications, promotions or advertisements, or spam;
- (o) send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- (p) sublicense, resell, time share or similarly exploit the Service;
- (q) authorize, permit, enable, induce or encourage any third party to do any of the above.

8 ACCESS & USE

- 8.1 We reserve the right to upgrade, maintain, tune, backup, amend, add or remove features, redesign, improve or otherwise alter the Service.

9 OFFENSIVE CONTENT

- 9.1 If we believe that there is a violation of these Terms, the Privacy Policy, or any of our other policies that can simply be remedied by the removal of certain User Content (the "**Offending Content**"), or taking other action, in most cases we will ask that the User take action rather than intervene.
- 9.2 If the User does not comply within a reasonable amount of time, or we believe there is a credible risk of harm to us, the Service, or any third parties, we may disable that User account and delete the offending Content ourselves.

10 CHILDREN

- 10.1 We are committed to protecting the privacy of children. You should be aware that this Site is not intended or designed to attract children under the age of 13. If you are under the age of 13, please do not use this site.

11 INTELLECTUAL PROPERTY

- 11.1 You acknowledge that IANA retains ownership of all Intellectual Property of IANA incorporated in the Service (including all improvements, enhancements, updates and corrections) and any Intellectual Property generated by IANA in the process of providing the Service.
- 11.2 You may use software, proprietary systems and Intellectual Property owned by IANA, or for which IANA has appropriate authority to use, and you agree that such Intellectual Property is protected by copyright, trade marks, patents, proprietary rights and other laws, both domestically and internationally. You warrant that you shall not knowingly infringe on any third-party rights through the use of the Service.
- 11.3 You agree and accept that any Intellectual Property generated by you in connection with the Service is owned absolutely by IANA and vests in IANA immediately, including:
 - (a) IANA name, trade marks, logo and design; and

- (b) any text, images, graphics, source code, usage data, ideas, enhancements, feature requests, suggestions or other information provided by the User or any other party with respect to the Service.
- 11.4 You further warrant that by using the Service you will not:
 - (a) use any Intellectual Property of IANA without express permission;
 - (b) copy any part of the Service for the User's own commercial purposes; or
 - (c) directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture, algorithms contained in any documentation associated with it.
- 11.5 To the extent that any derivative works cannot be assigned to IANA, you hereby grants IANA a perpetual and irrevocable (irrespective of the expiration or termination of this Agreement), non-exclusive, transferable, worldwide, and royalty-free license to reproduce, distribute, perform, and display any derivative works of the Service developed by or for the User, and to use, make, have made, sell, offer to sell, import, export, and otherwise exploit any product based on any such derivative works.
- 11.6 All materials posted on this website are protected by the copyright laws in the United States and in foreign countries. IANA authorizes you to view or copies of the material on the IANA Site solely for your personal, noncommercial use. Any special rules for the use of certain software and other items accessible on the Site are incorporated into these Terms by reference. All rights not expressly granted herein are reserved to IANA and its licensors.
- 11.7 If you violate any of these Terms, your permission to use the materials automatically terminates and you must immediately destroy any copies you have made of any portion of the materials.

12 ADVERTISING

- 12.1 Some of our services may be supported by advertising revenue and may display advertisements and promotions. You agree that we may place such advertising and promotions on the Platform, or on, about, or in conjunction with your User Content. The manner, mode, and extent of such advertising and promotions are subject to change without specific notice to you.
- 12.2 You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you. User Content (including any that may have been created by users employed or contracted by IANA) does not necessarily reflect the opinion of IANA.
- 12.3 You grant us permission to use and send push notifications, emails, alerts, marketing and promotional materials, email campaigns, and other reasonable forms of communications.

13 FEEDBACK

- 13.1 You acknowledge that any and all:
 - (a) Suggestions for correction, change, and modification to our Services, information and reports you provide to us, and other feedback (including but not limited to quotations of written or oral feedback), (collectively "Feedback"); and

- (b) Improvements, updates, modifications, or enhancements, whether made, created, or developed by us, or otherwise relating to Feedback (collectively, "Revisions");
 - (c) are and will remain our property. All Feedback and Revisions become the sole and exclusive property of IANA and we may use and disclose Feedback and/or Revisions in any manner and for any purpose whatsoever without further notice or compensation to you, and without your retention of any proprietary or other right or claim.
- 13.2 You assign to us any and all right, title, and interest (including, but not limited to, any patent, copyright, future copyright, trade secret, trademark, show-how, know-how, and any and all other intellectual property right) that you may have in and to any and all Feedback and Revisions.
- 13.3 You agree to waive any moral rights you may have in any and all Feedback and Revisions, and consent to any act which amounts to an infringement of any such moral right, in favour of IANA. At our request, you will execute any document, registration or filing required to give effect to these provisions.

14 WARRANTIES, DISCLAIMERS & EXCLUSIVE REMEDIES

- 14.1 IANA DOES NOT GUARANTEE THAT THE SERVICE WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT IANA WILL CORRECT ALL SERVICE ERRORS. YOU ACKNOWLEDGE THAT IANA DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. IANA IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- 14.2 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 14.3 TO THE EXTENT PERMITTED BY LAW, IANA'S LIABILITY FOR BREACH OF THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE SERVICE, INCLUDING ANY IMPLIED WARRANTY OR CONDITION THAT CANNOT BE EXCLUDED, IS RESTRICTED AT IANA'S OPTION TO THE RE-SUPPLY OF SERVICE, OR PAYMENT OF THE COST OF RE-SUPPLY OF SERVICE (IF APPLICABLE).

15 TEMPORARY SERVICE FAILURE

- 15.1 In the event of any Service Failure, IANA may issue you a credit. IANA is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation termination of this Agreement. Credits issued are the your sole and exclusive remedy for any Service Failure.

16 LIABILITY & INDEMNITY

- 16.1 IANA is not liable for (1) any content posted by Users on our Site or Service; (2) contracts, contractual obligations, or other obligations that may arise from an employment, contractor, or other relationship between Users; (3) any review of content posted on our Site or Service; (4) any damages that result through the use of our Service; (5) any negative or critical comments that may be posted by Users, or other

third party through the Service; or (6) any of the Third Party Service(s) you may be provided pursuant to your use of the Service.

- 16.2 We are not required to or under any obligation to review, screen, edit, monitor or remove any content posted on our Site, although we reserve the right to do so, and to take any other action, in IANA's discretion, with or without notice, to prevent any violation, enforce any provision, or rectify any alleged violations of this Agreement or any applicable law.
- 16.3 YOU AGREE THAT YOU USE THE SOFTWARE ENTIRELY AT ITS OWN RISK. USER ACKNOWLEDGES THAT IANA DOES NOT GUARANTEE THE ACCURACY OF DATA CAPTURED THROUGH ITS SOFTWARE. IANA IS NOT RESPONSIBLE FOR ANY LIABILITY ARISING FROM THE CAPTURE, ANALYSIS, OR INTEGRITY OF THE DATA IN ANY CIRCUMSTANCES.
- 16.4 YOU AGREES TO INDEMNIFY IANA FOR ANY LOSS, DAMAGE, COST OR EXPENSE THAT IANA MAY SUFFER OR INCUR AS A RESULT OF OR IN CONNECTION WITH THE USER'S USE OF OR CONDUCT IN CONNECTION WITH THE SOFTWARE AND/OR ITEM, INCLUDING ANY BREACH BY THE USER OF THIS AGREEMENT.
- 16.5 15.5 IN NO CASE SHALL IANA, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OF ANY OF THE SERVICE OR ANY PRODUCTS PROCURED USING THE SERVICE, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICE OR ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SERVICE OR ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY. 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 TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- 16.6 TO THE EXTENT PERMITTED BY LAW, IANA'S LIABILITY FOR BREACH OF THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE SERVICE OR THE PROJECT, INCLUDING ANY IMPLIED WARRANTY OR CONDITION THAT CANNOT BE EXCLUDED, IS RESTRICTED AT IANA'S OPTION TO THE RE-SUPPLY OF SERVICE, OR PAYMENT OF THE COST OF RE-SUPPLY OF SERVICE (IF APPLICABLE).

17 RELEASE

- 17.1 As an inducement to IANA permitting you to access and use the Service, you hereby agree to release IANA, and its affiliates and subsidiaries, and each of its and their respective officers, directors, agents, partners, and Workers from all damages (whether direct, indirect, incidental, consequential, or otherwise), losses, liabilities, costs, and expenses of every kind and nature, known and unknown, arising out of or in any way connected with disputes between you and third parties (including other Users) in connection with the Service. In addition, you waive any applicable law or statute, which says, in substance:

- 17.2 "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY 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 RELEASED PARTY."

18 ATTORNEYS' FEES

- 18.1 In the event that either Party breaches any portion of this Agreement, the prevailing Party in an action to enforce this Agreement may recover from the other its reasonable attorneys' fees and costs, if employment of an attorney was necessary.

19 NOTICES

- 19.1 The User can direct notices, enquiries, complaints and so forth to IANA at this address:

legal@ianahealth.com

- 19.2 A consent, notice or communication under this Agreement is effective if it is sent as an electronic communication unless required to be physically delivered under law.

20 DISPUTES

- 20.1 If you're upset with us, let us know, and hopefully we can resolve your issue. But if we can't, then these rules will govern any legal dispute involving our Service:

- 20.2 **Governing Law.** The Terms are governed by the laws of the State of Maryland, without regard to its conflict of laws rules, and the laws of the United States of America. These laws will apply no matter where in the world you live, but if you live outside of the United States, you may be entitled to the protection of the mandatory consumer protection provisions of your local consumer protection law.

- 20.3 **Arbitration.** You and IANA agree that any dispute or claim arising from or relating to the Terms shall be finally settled by final and binding arbitration, using the English language, administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms you can find them here or by calling the AAA at 1-800-778-7879). Arbitration will be handled by a sole arbitrator in accordance with those rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under the Terms will take place on an individual basis--class arbitrations and class actions are not permitted. You understand that by agreeing to the Terms, you and IANA are each waiving the right to trial by jury or to participate in a class action or class arbitration. Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator. You may instead assert your claim in "small claims" court, but only if your claim qualifies, your claim remains in such court, and your claim remains on an individual, non-representative, and non-class basis.

- 20.4 **Costs of Arbitration.** Payment for any and all reasonable AAA filing, administrative, and arbitrator fees will be in accordance with the Consumer Arbitration Rules.

- 20.5 **Forum.** We're based in Maryland, so any legal action against IANA related to our Service must be filed and take place in the State of Maryland. That means the seat of any arbitration shall be in Maryland. For any actions not subject to arbitration, you and IANA agree to submit to the personal jurisdiction of a state court located in the State of Maryland.

- 20.6 **Government Exception.** If you are a government agent or entity in the United States using the Service in your official capacity, and you are legally unable to agree to the clauses in this section, then those clauses do not apply to you. In that case, the Terms and any action related to the Terms will be governed by the laws of the United States (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Maryland.
- 20.7 **Modifications.** If we make any changes to this “Disputes with IANA” section after the date you last accepted the Terms, those changes will not apply to any claims filed in a legal proceeding against IANA prior to the date the changes became effective. IANA will notify you of substantive changes to the “Disputes with IANA” section at least 30 days prior to the date the change will become effective. If you do not agree to the modified terms, you may send IANA a written notification (including email) or close your account within those 30 days. By rejecting a modified term or permanently closing your account, you agree to arbitrate any disputes between you and IANA in accordance with the provisions of this “Disputes with IANA” section as of the date you last accepted the Terms, including any changes made prior to your rejection. If you reopen your closed account or create a new account, you agree to be bound by the current version of the Terms.

21 CHANGES TO THE TERMS

- 21.1 We may update these Terms from time to time. If we believe that the changes are material, we’ll definitely let you know by doing one (or more) of the following: (1) posting the changes through the Service or (2) sending you an email or message about the changes. That way you can decide whether you want to continue using the Service. Changes will be effective upon the posting of the changes. You are responsible for reviewing and becoming familiar with any changes. Your use of the Service following the changes constitutes your acceptance of the updated Terms.
- 21.2 The following provisions survive the expiration or termination of this Agreement for any reason whatsoever: Liability, User Content, Disputes, Feedback, Attorney’s Fees, Intellectual Property, Indemnity, and Jurisdiction.

22 COPYRIGHT INFRINGEMENT

- 22.1 If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials (or access thereto) from this web site by contacting IANA at the address provided below and providing the following information:
- (a) Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
 - (b) Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
 - (c) Your name, address, telephone number and (if available) e-mail address.
 - (d) A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
 - (e) A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
 - (f) A signature or the electronic equivalent from the copyright holder or authorized representative.

22.2 Our address for Copyright issues is as follows:

legal@ianahealth.com

22.3 In an effort to protect the rights of copyright owners, IANA Health maintains a policy for the termination, in appropriate circumstances, of subscribers and account holders of the Site who are repeat infringers.

23 GENERAL

23.1 **Waiver.** No failure or delay by either party in exercising any right under the Terms, will constitute a waiver of that right. No waiver under the User Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

23.2 **Disclaimer.** Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement.

23.3 **Relationship.** The relationship of the parties to this Agreement does not form a joint venture or partnership.

23.4 **Waiver.** No clause of this Agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing.

23.5 **Further Assurances.** Each party must do anything necessary (including executing agreements and documents) to give full effect to this Agreement and the transaction facilitated by it.

23.6 **Severability.** Any clause of this Agreement, which is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of this Agreement.

23.7 **Entire Agreement.** The Terms, including any terms incorporated by reference into the Terms, constitute the entire agreement between you and us and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in these Terms and any pages referenced in these Terms, the terms of these Terms will prevail.