

My Psychiatric Partner, LLC (MPP)

NOTICE OF TERMS OF USE

Effective: 2/1/2014; Last Revised: 10/28/2018

PLEASE REVIEW CAREFULLY. If you have questions, you may call 855-677-1677 (855-MPP-1MPP).

YOUR USE OF MPP'S WEBSITE OR ITS SOCIAL MEDIA PAGES (HEREIN COLLECTIVELY REFERRED TO AS THE "SITE"), INCLUDING ANY USE OF MPP BY PHONE, IS CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS IN THESE TERMS OF USE. BY SCHEDULING A VISIT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT AUTHORIZED TO USE THE SITE'S SERVICES.

Services Provided

MPP provides healthcare resources to individuals from physicians and other licensed health care practitioners ("Providers") via real-time audio and video conferences, at times supplemented by telephone and/or secure e-mail and HIPPA-complaint text messaging, for the diagnosis and treatment of patients ("Services"). MPP itself does not provide any clinical services, nor does it employ any of the Providers of Services. All of the participating Providers have independently contracted to Provide Services for MPP. MPP enables access to those Providers who have agreed to provide patient care to Customers using MPP'S Services. **MPP is NOT a prescription fulfillment warehouse.** The care provided by MPP Providers is comprehensive, traditional medical care between clinician and patient, and meets all standard of care requirements for psychiatric practice.

MPP Providers reserve the right to terminate access to care for actual or potential misuse of these Services. In such an event, standard of care protocols dictating proper termination of the clinician-patient relationship will be carried out by the Provider.

Use of this Site and its Services is NOT FOR EMERGENCIES

MPP's Site and Services are **NOT FOR** use for medical or psychiatric **emergencies**. IF YOU THINK YOU HAVE AN EMERGENCY YOU SHOULD CALL 911 IMMEDIATELY. You should not disregard or delay seeking medical advice based on anything that appears on or related to MPP's Site. Furthermore, it is **MPP's policy** that if the MPP Provider determines during the course of your

visit that you require emergent care, he/she will notify 911 and have them dispatched to your home address, and will supply emergency services personnel with any information necessary to ensure your safety and well-being.

Prescription Policy

MPP operates in full accordance with federal and state regulations dictating Provider prescribing of medications in general, and via telemedicine in particular. MPP is not in any manner a prescription fulfillment warehouse. In the event that a Provider does prescribe a medication, he/she will limit the supply based on state and federal regulations and will only prescribe a medication as determined necessary and appropriate in his/her sole discretion and professional judgment as a result of a full and proper medical evaluation. MPP does not guarantee that a prescription will be written on the first visit, or at all.

You agree that any prescriptions that you acquire from a Provider shall be solely for your personal use. You agree to fully and carefully read all provided product information and labels and to contact a physician, nurse, or pharmacist if you have any questions regarding the prescription.

Record and Identification Establishment and Security

In order to utilize the Site and Services, you represent and warrant that you are at least eighteen years of age and possess the legal right and ability, on behalf of yourself or a minor child of whom you are a parent or legal guardian, to agree to these Terms of Use. You further agree to engage these Services under your own name and to either establish a confidential password or provide visual proof of a valid state-issued ID, for MPP's use in properly verifying your identity prior to visits. You agree to fully, accurately and truthfully inform MPP of required information including, but not limited to, your name, password, valid ID, email address, mailing address, and phone number. Your MPP record and password are personal to you, and you are solely responsible for maintaining the confidentiality of your MPP password. You agree to prohibit anyone else from using your MPP password and you agree to immediately notify MPP of any actual or suspected unauthorized use of your MPP password or other security concerns of which you become aware.

In order to access MPP Services on behalf of a minor child of whom you are a parent or legal guardian, a record will be established in their name but you must be associated in the record as their legal guardian, and **both you and the minor must be present for each visit, without exception.**

MPP may, in its sole discretion, refuse access to care due to actual or potential misuse of this security policy, or for other noncompliance with these Terms of Use.

Waiver of Insurance

By utilizing our service for a psychiatric visit, you are acknowledging your awareness that MPP is not an enrolled provider under Medicare, Medicaid or any commercial insurance, and thus cannot be reimbursed by those payors for providing this service to you. Therefore, by having a visit with us, you are voluntarily electing to pay for this service out-of-pocket, even though it may be a covered service under your insurance plan. You understand and agree that you are not to submit a claim to your insurance for reimbursement for these services, or expect MPP to reimburse you or your insurance company for any services already provided, under any circumstances.

Fraud Prevention and Security

MPP may contact you to verify your personal information in order to assure proper and secure use of these Services. Should MPP request further information, you agree to provide such information so we can ensure that Services are not being utilized fraudulently. You may be required, upon request, to show a legal form of photo identification at the time of your visit to verify your identity. If you do not provide this information in the manner requested, MPP reserves the right to suspend, discontinue or deny your use of the Site and Services until such information is provided to MPP as requested.

Modification to Terms of Use

Please print and keep a copy of these Terms of Use. MPP reserves the right to modify the Terms of Use periodically, for any reason, and without notice, and will update the "Last Revised" date at the top of this Notice accordingly. The most current version of these Terms of Use can be accessed at any time by selecting the Terms of Use link on the "Forms & Policies" page of the Site. Please review the Terms of Use often so you will be apprised of any changes made. Any such revision or change will be binding and effective immediately on posting of the revised Notice. Unless expressly noted otherwise, these terms incorporate and supersede any other terms associated with the Services. MPP has the right to limit, suspend, discontinue or deny your access to and use of the Services at any time, and without notice, and in its sole discretion, for reasons including but not limited to (1) security reasons (2) alleged or suspected breach of these Terms of Use, or (3) the protection of intellectual property.

Information Provided by You

It is your responsibility to update MPP as promptly as possible with changes to your personal and/or medical information so that all Provider records can be kept current, complete and accurate. You may at times need to be notified of information for your review that is considered time-sensitive, such as lab test

results. Please keep this in mind when determining which e-mail address you offer as a contact point. Also, please remember that it is your obligation to promptly provide us with any changes in your contact e-mail address, address, or phone number, so that we are able to communicate with you promptly.

Electronic Health Record

MPP utilizes a secure database to store and access your personal health information (PHI) for its Providers, which includes medical history, current health conditions, symptoms, complaints, allergies and medications. Your Provider documents his/her medical encounters with you in accordance with his/her obligations under applicable state and federal laws regarding creating and maintaining medical records. As any information provided as part of a consultation may become part of your MPP record, you agree to provide accurate, current and complete information about yourself for your MPP record. For additional information regarding use of your MPP record, please see our Privacy Policy. Please note that it is solely your Provider's obligation to use and disclose the information included in your MPP record in accordance with applicable state and federal laws including, but not limited to, obtaining any consents or authorizations that may be required for your information to be shared with outside parties. However, by requesting a consultation through MPP's Site, you are agreeing to disclose the contents of your complete MPP record to the Provider conducting your visits.

Information Resources (Opt-In)

By utilizing MPP's Services you are agreeing to opt-in to the receipt of newsletters and other web-based information regarding medical and health related topics or preventive care messages, and to questionnaires related to your MPP user experience and satisfaction. These communications and resources are for general educational and informational purposes only, and should not be relied upon as a substitute for patient-specific advice, medical diagnosis and treatment, or construed, directly or indirectly, as the practice of medicine or dispensing of medical services by MPP. Such information is not a substitute for seeing an appropriate healthcare professional for medical treatment, emergency medical services, or urgent care. The information contained these communications and resources are compiled from a variety of sources and may or may not be considered authored by MPP. MPP makes no warranty as to the content of these materials or the information contained therein, nor does it represent or warrant that any particular drug or treatment is safe, appropriate, or effective for you. If you do not wish to receive such communications, you may opt-out at any time by informing our Administrator via email at writetompp@gmail.com, or in writing to the address in the Notice section of these Terms of Use.

Limitations on Use

You agree that you will not use the Site or Services in any unlawful way and/or for any unlawful purpose. You will not communicate under a false name, or use the resources of MPP to impersonate another person or misrepresent authorization to act on behalf of others. All messages transmitted to MPP should correctly identify the sender. You may not alter the attribution of origin in email messages or postings. You will not allow another person or entity to use your name, password, or ID to access or use the Services, post comments, or in any manner communicate with MPP on your behalf. You will not attempt to undermine the security or integrity of computing systems or networks of MPP or its affiliates, and must not attempt to gain unauthorized access. You may not collect PHI about any other individual who uses the Service. You may not post or transmit any data, materials, content or information which is threatening, false, misleading, abusive, libelous, pornographic or profane, or that contains or promotes any virus, worm, Trojan horse, time bomb or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate the Site or the Services. You may not tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security or function of the Site or the Services. You agree to have anti-virus and/or anti-spyware software running that is set to override the Internet browser's cookie setting, as MPP is not responsible for any damage to your computer through use of the Site or Services.

You further agree that any information you provide or use on the Site, and your use of the Site or Services will not infringe or facilitate infringement on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any party, including such rights of third parties.

MPP maintains the right, in its sole discretion, to delete any information provided by you that it deems fraudulent, abusive, defamatory, and obscene or in violation of a copyright, trademark or other intellectual property or ownership right of any other person.

All customer-specific information provided by you in connection with these Services shall be governed by the MPP Privacy Policy, which can be found at www.mypsychiatricpartner.com. As part of these terms and conditions, you acknowledge that you understand, have read and accept all terms and conditions contained within the MPP Privacy Policy. MPP reserves the right to terminate any user's access who does not provide and maintain a valid email address for MPP's use in communicating with you.

Operational Functionality

MPP may suspend or discontinue any functionality or feature of the MPP Services. MPP is not responsible for transmission errors or corruption or compromise of information carried over local or interchange telecommunications

carriers. MPP reserves the right to maintain, delete or destroy all communications and information posted or uploaded to the Services, with the exception of medical record information, which is governed by the appropriate retention and/or destruction rules and policies.

Intellectual Property

With the exception of your records, MPP retains all right, title and interest in and to MPP, the Services and any information, products, documentation, software or other materials on the Site, and any patent, copyright, trade secret, trademark, service mark or other intellectual property or proprietary right in any of the foregoing, except for information on the Site that is licensed by MPP, in which case, the license provider retains all right, title and interest therein. The information available through the Site and the Services is the property of MPP, or if licensed by MPP, the license provider. You agree that you will not store, copy, modify, rent, lease, loan, sell, distribute, transfer, transmit, display, reverse engineer, reverse assemble, or otherwise attempt to discover any programming code or any source code used in or with the Services. You may not sell, assign, sublicense, grant a security interest in or otherwise attempt to transfer any right in the Services (which includes its software and documentation), create derivative works based on or in any manner commercially exploit the Services, in whole or in part. You agree that violations by you of these copyrights, trade secrets, patents, other intellectual property protections, or the terms of this Agreement will be prosecuted to the fullest extent of the Law in the federal and state courts located in Ohio. The final choice of whether a customer is in violation of any of these policies is at the sole discretion of MPP. Nothing contained on the Site should be construed as granting, by implication, estoppels, waiver or otherwise, any license or right to use any trademarks, service marks or logos displayed on the Site without the written grant thereof by MPP or the third party owner of such trademarks, service marks and logos. The Site may contain other proprietary notices and copyright information, the terms of which you must and agree to follow.

International Use

The Services are designed for and intended for users in the United States. MPP makes no representation that the information and Services provided through the Site are applicable to, appropriate for, or available outside the United States.

Legal Notices and Disclaimers

Medical Disclaimers MPP makes no representation or warranty as to the content of any treatment from any Provider. Providers are independent contractors and not employees of MPP. You and your Provider are solely responsible for all information and/or communication sent during a Provider consultation. MPP does

not guarantee that a Provider consultation is the appropriate course of treatment for your particular health care problem. Furthermore, if you require urgent care, you should contact your local emergency services immediately.

Content Disclaimers No information found on this Site should be relied on as professional medical advice. Nothing contained in this Site should be construed, directly or indirectly, as the practice of medicine or providing medical services by MPP. The information and Services provided on or through this Site are intended solely as general educational material and provide a mechanism to find and connect to a Provider who, subject to his or her professional responsibilities, may or may not provide you with medical care. Always seek the advice of a Provider or other qualified healthcare professional concerning questions you have regarding and medical condition, and before starting, stopping or modifying any treatment or medication. Never delay obtaining medical advice or disregard medical advice because of something you have or have not read on this Site. MPP makes no warranties or representations as to the accuracy of the information provided on the Site, and assumes no responsibility for any consequences relating directly or indirectly to any action or inaction you take based upon the information and material on the Site. You assume the entire risk of loss in using the Site and information contained in the Site.

General Disclaimers YOU ACKNOWLEDGE THAT YOUR USE OF MPP SERVICES IS AT YOUR SOLE RISK, AND THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL RISK ASSOCIATED THEREWITH. ALL INFORMATION, PRODUCTS OR SERVICES CONTAINED ON OR PROVIDED THROUGH THIS WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, MPP AND ITS SHAREHOLDERS, AFFILIATES, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES OR OTHER REPRESENTATIVES (COLLECTIVELY, "AFFILIATES") HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND FREEDOM FROM COMPUTER VIRUS STRAINS. WITHOUT LIMITING THE FOREGOING, MPP AND ITS AFFILIATES MAKE NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS OR SUITABILITY OF THE MPP PRODUCTS AND SERVICES PROVIDED HEREUNDER. MPP MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SATISFACTION OF GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS, OR ANY TREATMENT, ACTION, OR APPLICATION OR PREPARATION OF MEDICATION BASED ON INFORMATION OFFERED OR PROVIDED THROUGH MPP SERVICES.

MPP does not endorse the promotions, products, or services of any third parties. MPP does not warrant or validate the information of any third party advertisements, promotions, communications or other materials. MPP does not assume any responsibility or liability for the accuracy of information contained in this Site or any third party web sites.

Service Reliability and Warranties

MPP makes no warranty that the Services will meet your requirements, or that the Service(s) will be uninterrupted, timely, 100% secure, or error-free, or that defects, if any, will be corrected. This includes loss of data resulting from delays, and any service interruption caused by MPP employees. MPP is not responsible for transmission errors or corruption or compromise of data carried over local or interchange telecommunication carriers. MPP will take all necessary precautions to protect against failure of our equipment and software. The Customer acknowledges and agrees that temporary interruptions in service may occur, and that MPP shall have no liability for any claim, cost, charge, loss or expense arising from or relating to use of the Services. The Customer acknowledges and agrees that data may be lost or corrupted in connection with use of the Services. MPP may perform regular back-ups of all data stored, but shall have no liability to Customer in the event all data is lost or destroyed. Customer acknowledges and agrees that in the event restoration of data from backup is necessary, it may take several days to complete such restoration of data and resume operation of the Services.

Indemnification

You agree to release, indemnify, defend and hold harmless MPP, our contractors, agents, employees, officers, directors and affiliates (Affiliates) harmless from all liabilities, claims, rights, losses, causes of action, actions and suits (no matter whether in law or in equity), expenses, including attorney's fees, of third parties relating to or arising, directly or indirectly, out of or in connection with (i) your use or misuse of the Site or the Services or any information posted on the Site, (ii) your breach of the Terms of Use or the Privacy Policy, (iii) your relationship with any Provider, (iv) the content or subject matter of or any information you provide to MPP, any of its Affiliates, any Provider or customer service agent, and/or (v) any negligent or wrongful action or omission by you in the use or misuse of the Site or the Services or any information posted on the Site, including, but not limited to, infringement of third party intellectual property rights, privacy rights, or negligent or wrongful conduct. If MPP is threatened with suit by a third party, MPP may seek written assurances from you concerning your promise to indemnify it; your failure to provide those assurances may be considered by us to be a breach of your Terms of Use and may result in denial of access to MPP Services.

Limitation of Liability

EXCEPT AS PROHIBITED BY LAW, AND WITHOUT LIMITATION:

MPP SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF ANY OF THE INDEPENDENT PROVIDERS.

YOU SHALL BE SOLELY AND FULLY RESPONSIBLE FOR ANY DAMAGE TO MPP AND ITS SERVICES OR ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR DISCLOSURE OF INFORMATION ON THE SERVICES CAUSED BY YOU OR ANY PERSON USING YOUR NAME, ID, OR PASSWORD. MPP DOES NOT ASSUME ANY LIABILITY ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS INFRASTRUCTURE, OR THE INTERNET OR FOR MISUSE OF ANY OF THE ADVICE, IDEAS, INFORMATION, INSTRUCTIONS, OR GUIDELINES ACCESSED THROUGH THE SERVICES.

IN NO EVENT SHALL MPP NOR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF (i) THE RATE PAID FOR YOUR VISIT, OR (ii) IN THE EVENT NO PURCHASE PRICE WAS PAID OR REQUIRED, THE LIQUIDATED SUM OF \$50.00. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MPP NOR ANY OF ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THAT RESULT FROM (i) PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OF SERVICE OR LOSS OF DATA, OR (ii) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO MPP RECORDS, PROGRAMS OR SERVICES, AND WHETHER IN ANY ACTION IN WARRANTY, CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE OR FUNDAMENTAL BREACH), OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR THE INABILITY TO USE, THIS SITE OR ANY SERVICE OFFERED THROUGH THIS SITE OR ANY MATERIAL OR INFORMATION CONTAINED IN, ACCESSED THROUGH, OR PRODUCTS PURCHASED ON THIS WEB SITE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF MPP IS ADVISED OF THE LIKELIHOOD OR POSSIBILITY OF THE SAME. TO THE EXTENT CERTAIN JURISDICTIONS RESTRICT ANY OF THE ABOVE LIMITATIONS OF LIABILITY, SUCH LIMITATIONS SHALL NOT APPLY IN SUCH JURISDICTIONS TO THE EXTENT OF SUCH RESTRICTIONS. YOU ACKNOWLEDGE AND AGREE THAT MPP'S AGGREGATE LIABILITY TO YOU FOR ANY DAMAGES, LOSSES, FEES, CHARGES, EXPENSES OR LIABILITIES, AND IN CIRCUMSTANCES WHERE THE FOREGOING

LIMITATION IS FINALLY DETERMINED TO BE UNAVAILABLE SHALL NOT EXCEED THE PRICE PAID BY YOU PRIOR TO THE FIRST OCCURRENCE OF THE SUBJECT DAMAGES, LOSSES, FEES, CHARGES, EXPENSES OR LIABILITIES.

YOU AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL LAWS THAT LIMIT THE EFFICACY OF SUCH INDEMNIFICATIONS OR RELEASES.

Third Party Protection

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

Termination and Survival

MPP may terminate Services at any time, without penalty and without notice, if you fail to comply with any of the terms of these Terms or Use, or the intellectual property protections applicable to these Services (defined above). MPP may also seek legal prosecution of any violations of law or these Terms of Use, and you agree to personal jurisdiction by the Courts in the State of Ohio. The Indemnification, Copyright, Jurisdiction, Warranty, Network Security, Compliance with Anti-Spamming Laws and Privacy terms and conditions stated herein shall survive termination of this Agreement.

Fees and Applicable Charges

You agree that you are solely responsible for consultation fees for Services pursuant to the schedule of fees set forth on the Site. If your employer or agency has arranged with MPP to pay the fee or any portion of the fee, or if the fee is pursuant to some other arrangement with MPP, that fee will ultimately remain your responsibility if not paid by the other party. As further consideration for the Services, you agree to provide certain current, complete and accurate information about your valid credit card or check information, as required for the Services, and maintain and keep MPP updated about this information as needed to keep it current, complete and accurate. MPP reserves the right to modify its pricing structure at any time and implement the new price structure at any time prior to your payment for and scheduling of your visit, pursuant to these Terms of Use. You understand that Services may not be provided, and scheduled consultations will be cancelled, if your credit card or checking account information is inaccurate or invalid.

MPP Calendar

The calendar as seen on the Site is based on Eastern Standard Time (E.S.T.). If a customer is outside of the (E.S.T.) time zone it is that Customer's responsibility, at the time of scheduling a consultation and at the time of attendance of their consultation, to accommodate for this difference. MPP will not refund or reschedule appointments based on an error by Customer based on this issue.

Force Majeure

Notwithstanding anything herein to the contrary, MPP shall not be liable for any losses arising out of the delay or interruption of its performances of any obligations due to any act of Nature, act of governmental authority, act of public enemy, war, or any other cause beyond its control.

No Third Party Rights

Unless expressly stated in these Terms of Use or in the Privacy Policy to the contrary, nothing herein or in the Privacy Policy is intended to confer any rights or remedies under these Terms of Use or the Privacy Policy on any other persons other than you, MPP and its Affiliates. Nothing in these Terms of Use and the Privacy Policy is intended to relieve or discharge the obligation or liability of any third persons to you, MPP or its Affiliates, nor shall any provision give any third persons any right of subrogation or action over or against you, MPP or its Affiliates.

Assignment

You may not assign, transfer or delegate these Terms of Use or the Privacy Policy or any part of them without MPP's prior written consent. MPP may freely transfer, assign or delegate all or any part of these Terms of Use and the Privacy Policy, and any rights and duties hereunder or thereunder. These Terms of Use and Privacy Policy will be binding upon and inure to the benefit of the heirs, successors and permitted assignees of the parties.

Privacy

By accepting these Terms of Use, you acknowledge that you understand, have read, and agree to the provisions outlined in the Privacy Policy, which is incorporated herein and made part of these Terms of Use by reference.

Governing Law, Jurisdiction, and Venue

These Terms of Use and the Privacy Policy shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any choice of laws, rules, or principles. Any civil action or legal proceeding arising out of or relating to these Terms of Use or Privacy Policy shall be brought in the

applicable federal or state court located in Franklin County, Ohio. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Any cause of action or claim you may have with respect to MPP must be commenced within one (1) year after it arises, except to the extent such limitation is not enforceable. To the fullest extent permitted by law, each party to this Terms of Use waives its or his or her right to a jury trial with respect to any dispute or other controversy arising from hereunder or your use of or access to the MPP Services or web site.

Enforcement Costs

If any civil action or other legal proceeding is brought for the enforcement of any of these Terms of Use or the Privacy Policy or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of any of these Terms of Use or the Privacy Policy, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party (including fees and costs associated with collecting such amounts).

Waiver of Jury Trial

THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY LITIGATION, SUIT OR PROCEEDING, IN ANY COURT WITH RESPECT TO, IN CONJUNCTION WITH, OR ARISING OUT OF THESE TERMS OF USE OR THE PRIVACY POLICY OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF, AND/OR PERFORMANCE OF ANY OF THE OBLIGATIONS OR SERVICES HEREUNDER OR THEREUNDER; PROVIDED, HOWEVER, THAT WITH RESPECT TO ANY COMPULSORY COUNTERCLAIM (I.E., A CLAIM BY A PARTY HERETO AGAINST ANOTHER PARTY WHICH, IF NOT BROUGHT IN SUCH ACTION, WOULD RESULT IN THE FIRST PARTY BEING FOREVER BARRED FROM BRINGING SUCH CLAIM), A PARTY HERETO SHALL HAVE THE RIGHT TO RAISE SUCH COMPULSORY COUNTERCLAIM IN ANY SUCH LITIGATION, SUIT OR PROCEEDING, WHETHER OR NOT IT IS BEING TRIED BY A JURY.

Waiver

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

Severability

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

Spam and Compliance with Anti-Spamming Laws

MPP has strict zero tolerance for unsolicited bulk email, unsolicited posting to news groups or other illegal activities. You shall not use or permit any your employees, agents or affiliates to: market, promote or solicit MPP products in ways that violate the federal CAN-SPAM Act (Controlling the Assault of Non-Solicited Pornography and Marketing) or any other laws of the United States. You shall not infringe the rights of others; shall not distribute chain letters or unsolicited bulk electronic mail ("spamming"); propagate computer worms or viruses; use a false identity; attempt to gain unauthorized entry to any site or network; infringe copyrights, trademarks, or other intellectual property rights. You further agree to comply with U.S. export laws concerning the transmission of technical data and other regulated materials via the World Wide Web. You agree to indemnify and hold MPP and its Affiliates harmless for any and all acts found or suspected to be in violation hereof. You shall indemnify and hold MPP and its Affiliates harmless against and from losses, damages, costs, and reasonable attorneys' fees, if any, incurred in defending and/or resolving any suits brought against MPP or any of its Affiliates, by anyone arising out of an alleged violation of any anti-spamming rules, regulations, laws, statutes, and the like.

Notice

MPP may provide notice by e-mail to the e-mail address you provided, by a general notice on the MPP Site, or by written communication delivered by first class U. S. mail or express courier to your address on record. You may give notice to MPP at any time via electronic mail to writetompp@gmail.com, or by letter delivered by first class postage prepaid U. S. mail or overnight courier to My Psychiatric Partner, LLC, 6221 Riverside Drive, Suite One North, Dublin, Ohio 43017

Entire Agreement

These Terms of Use, together with any MPP rules or policies referred to herein, represents the entire agreement between you and MPP concerning the subject matter hereof, and supersede all prior understandings, whether written or oral, concerning such subject matter.

Comments, Suggestions and Submissions

MPP welcomes comments, suggestions and submissions by its Customers. Any comments, suggestions and submissions made by Customers, including but not limited to, messages, notes, feedback, artwork, communications, or creative materials provided to MPP shall become the exclusive property of MPP. At the time the comment, suggestion, and/or submission is made, it shall act as a full assignment to MPP of all rights whatsoever (copyright, patentability, and intellectual property). MPP shall have the right to use said comment, suggestion, and/or submission as its own for all legal purposes including but not limited to reproduction, disclosure, publishing, marketing, distribution and the like without any compensation to Customer. This section shall not include any personal information submitted by Customer that would be included as part of the Health Information Portability and Accountability Act of 1996. Please submit comments and suggestions to Customer Service at the address or email provided in the Notice section above.