

MedCheck Terms of Use

Last update: July 2022

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We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the Website following the posting of any revised Terms or Privacy Policy means you agree to the changes.

Access and Use of the Website.

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users.

To access the Website or some of the resources it offers, you may be asked to provide certain details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to this Website or use of any interactive features on the Website, is governed by our Privacy Policy and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

The Website may also contain message or communication features (collectively, “Interactive Features”). You agree to use the Interactive Features only to post, send, and receive messages and material that are proper and relevant to the MedCheck business. You agree to use any Interactive Features in accordance with these Terms.

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User Contributions.

You acknowledge and agree that the Website is intended for informational purposes relating to MedCheck and its services. You agree that any information you provide through the Website and any of its Interactive Features (your "User Contributions") will not contain material that:

- (a) is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, discriminatory or otherwise objectionable;
- (b) is false, misleading or inaccurate;
- (c) promotes sexually explicit content;
- (d) violates the legal rights (including the rights of publicity and privacy) of others or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy;
- (e) poses a reasonable threat to personal or public safety;

- (f) infringes any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
- (g) contains any unsolicited or unauthorized advertising or promotional materials (e.g. spam, junk mail, or any other form of solicitation that is in violation of the CAN-SPAM Act, CCPA, GDPR, HIPAA, or any other law; or
- (h) contains any virus or other harmful component.

We reserve the right (but have no obligation), in our sole discretion, to: (i) monitor User Contributions; (ii) disclose any User Contributions, and the circumstances surrounding its transmission; and (iii) take appropriate legal action against any illegal or unauthorized User Contributions.

YOU SHALL BE SOLELY LIABLE FOR ANY HARM RESULTING FROM ANY USER CONTRIBUTIONS. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS MEDCHECK FROM ANY CLAIMS, ACTIONS, LOSSES, HARM, DAMAGE, INJURY, COST, OR EXPENSE ARISING OUT OF OR RESULTING FROM YOUR USER CONTRIBUTIONS.

Social Media Features.

This Website may provide certain social media features that enable you to link to third-party websites. You may use these features solely as they are provided by us and you must not take any action that is inconsistent with these Terms. We may disable all or any social media features and any links at any time without notice in our sole discretion. If you decide to use or access any of the third-party websites linked to this Website you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Restrictions on Use.

You agree not to access or use the Website for any purpose that is unlawful or prohibited by these Terms, including without limitation, to:

- (a) transmit any information or message that contains unlawful, infringing, threatening, fraudulent, libelous, defamatory, obscene or abusive information or language;
- (b) falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- (c) impersonate any person or entity without proper authorization from that person or entity;
- (d) falsely state or misrepresent your affiliation with any person or entity, including the origin of any information you provide;
- (e) reproduce, duplicate, copy, download, store, further transmit, disseminate, distribute, transfer, or otherwise exploit the Website, or any portion thereof without the prior written

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- (f) use any device, software, or routine to interfere or attempt to interfere with the proper working of the Website, or attempt to probe, scan, test the vulnerability of, or breach the security of any MedCheck system or network;
- (g) interfere with or attempt to interfere with any software making up a part of the Website, by way of circumvention, reverse engineering, deciphering, decompiling, disassembling, decrypting, or otherwise;
- (h) introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technically harmful;
- (i) use any robot, spider, intelligent agent, other automatic device or manual process to search, monitor, or copy the Website, or the reports, data, information, content, software, products, or other materials on, generated by or obtained from the Website or any other unauthorized automated means to compile information without MedCheck's permission, with the exception of generally available third-party web browsers;
- (j) obtain or attempt to gain unauthorized access to other computer systems, materials, information, or any services available on or through the Website;
- (k) use the Website in any manner that could damage or overburden any MedCheck server, or any network connected to any MedCheck server, as all servers have limited capacity and are used by many people;
- (l) upload or transmit any communication, software, or material that contains a virus or is otherwise harmful to MedCheck or our users' computers and/or systems;
- (m) engage in any other conduct that restricts or inhibits any person from using or enjoying the Website, or that in our sole discretion, exposes us or any of our users, employees, affiliates, or any other third-party to any liability, damage, or detriment of any type;
- (n) advertise, offer to sell or buy any goods or services for any business purpose, including any "junk mail," "chain letter," "spam," or any other similar solicitation; or
- (o) violate any applicable laws or regulations.

Violation of system or network security and certain other conduct may result in civil or criminal liability. We may investigate and work with law enforcement authorities to prosecute users who violate these Terms. We may suspend or terminate your access to the Website for any or no reason at any time without notice.

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Limitation on Liability.

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Indemnification.

You agree to defend, indemnify, and hold harmless MedCheck, its parents, affiliates, and related companies, their licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including

reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Website, including, but not limited to, your User Contributions or your use of any information obtained from the Website.

Governing Law and Jurisdiction.

These Terms are governed by the laws of the State of New Jersey without regard to principles of conflicts of laws. If you and MedCheck do not resolve any dispute by informal negotiation, you agree that any controversy or claim arising out of or relating to these Terms, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The place of arbitration shall be Ocean County, New Jersey and the arbitration shall apply New Jersey law.

You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator’s award.

Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor MedCheck will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

To the extent permitted by law, any claim or dispute under these Terms must be filed within one year in an arbitration proceeding. The one-year period begins when the claim or notice of dispute first could be filed. If a claim or dispute is not filed within one year, it will be permanently barred.

You agree that MedCheck may seek any interim or preliminary relief from any court of competent jurisdiction, necessary to protect its rights or property pending the completion of arbitration.

Waiver and Severability.

No waiver by MedCheck of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of MedCheck to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

Entire Agreement.

These Terms, our Privacy Policy, and any operating rules for the Website established by us constitute the entire agreement between you and MedCheck with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.