

Terms of Use Agreement

This Terms of Use Agreement (this “Agreement”) is entered into by and between Matthew L. Jimenez, MD (the “Site Owner”) and “you,” the user of this Website (the “Site”). Access to, use of and/or browsing of the Site is provided subject to the terms and conditions set forth herein. By accessing, using and/or browsing the Site, you hereby agree to these terms and conditions.

THIS AGREEMENT CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT THE SITE OWNER’S LIABILITY TO YOU. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND IN THEIR ENTIRETY, AS USING, ACCESSING AND/OR BROWSING THE SITE CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND TO EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, PLEASE EXIT THE SITE IMMEDIATELY AND DO NOT USE, ACCESS AND/OR BROWSE THE SITE.

BY ENTERING THE SITE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS, THAT THE PROVISIONS, DISCLOSURES AND DISCLAIMERS SET FORTH HEREIN ARE FAIR AND REASONABLE, AND THAT YOUR AGREEMENT TO FOLLOW AND BE BOUND BY THESE TERMS AND CONDITIONS IS VOLUNTARY AND IS NOT THE RESULT OF FRAUD, DURESS OR UNDUE INFLUENCE EXERCISED UPON YOU BY ANY PERSON OR ENTITY.

MEDICAL ADVICE DISCLAIMER

The Site Owner provides the Site and the services, information, content and/or data (collectively, "Information") contained therein for informational purposes only. The Site Owner does not provide any medical advice on the Site, and the Information should not be so construed or used. Using, accessing and/or browsing the Site and/or providing personal or medical information to the Site Owner does not create a physician-patient relationship between you and the Site Owner. Nothing contained in the Site is intended to create a physician-patient relationship, to replace the services of a licensed, trained physician or health professional or to be a substitute for medical advice of a physician or trained health professional licensed in your state. You should not rely on anything contained in the Site, and you should consult a physician licensed in your state in all matters relating to your health. You hereby agree that you shall not make any health or medical related decision based in whole or in part on anything contained in the Site.

FINANCIAL, LEGAL AND OTHER ADVICE DISCLAIMER

You hereby acknowledge that nothing contained in the Site shall constitute financial, investment, legal and/or other professional advice and that no professional relationship of any kind is created between you and the Site Owner. You hereby agree that you shall not make any financial, investment, legal and/or other decision based in whole or in part on anything contained in the Site.

INFORMATION DISCLAIMER

The opinions expressed in the Site are not necessarily the opinions of the Site Owner and do not necessarily reflect the opinion of his employer(s).

The Site is created by the Site Owner in the Site Owner's individual capacity, is the Site Owner's personal web site, is not edited by the Site Owner's employer(s) and, as a result, may not be attributed to the Site Owner's employer.

Any opinions of the Site Owner on the Site are or have been rendered based on specific facts, under certain conditions, and subject to certain assumptions, and may not and should not be used or relied upon for any other purpose, including, but not limited to, for use in or in connection with any legal proceeding.

The Information may be changed without notice and is not guaranteed to be complete, correct, timely, current or up-to-date. Similar to any printed materials, the Information may become out-of-date. The Site Owner undertakes no obligation to update any Information on the Site; provided, however, that the Site Owner may update the Information at any time without notice in the Site Owner's sole and absolute discretion. The Site Owner reserves the right to make alterations or deletions to the Information at any time without notice.

THIRD PARTY LINKS AND ADVERTISEMENTS DISCLAIMER

The Site may, from time to time, contain links to third party web sites. These links are provided solely as a convenience to you and not as a guarantee, warranty, or recommendation by the Site Owner of the services, information, content and/or data on such third party web sites or as an indication of any affiliation, sponsorship or endorsement of such third party web sites. The Site Owner is not responsible for the content of linked third party web sites and does not make any representations or warranties regarding the privacy practices of, or the content or accuracy of

materials on, such third party websites. If you decide to access linked third-party web sites, you do so at your own risk. Your use of third-party websites is subject to the terms of use for such sites.

THE INCLUSION OF THIRD PARTY ADVERTISEMENTS DOES NOT CONSTITUTE AN ENDORSEMENT, GUARANTEE, WARRANTY, OR RECOMMENDATION OF, AND THE SITE OWNER MAKES NO REPRESENTATIONS AND/OR WARRANTIES ABOUT, ANY PRODUCT OR SERVICE CONTAINED THEREIN.

DISCLAIMER OF ALL WARRANTIES

The Information made available at the Site is provided on an “AS IS” and “AS AVAILABLE” basis without warranties of any kind, either express or implied, including, without limitation, warranties of title, noninfringement, and implied warranties of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Site Owner makes no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of the Information, that the Information may be relied upon for any reason or that the Information will be uninterrupted or error free or that any defects can or will be corrected.

Without limiting the generality of the foregoing, the Site Owner makes no representations or warranties with respect to any Information offered or provided within or through the Site regarding treatment of medical conditions, action, or application of medication.

Under no circumstances, as a result of your use of the Site, will the Site Owner be liable to you or to any other person for any direct, indirect,

special, incidental, exemplary, consequential or other damages under any legal theory, including, without limitation, tort, contract, strict liability or otherwise, even if advised of the possibility of such damages. Without limiting the generality of the foregoing, the Site Owner shall have absolutely no liability in connection with the Site for:

1. damages as a result of lost profits, loss of good will, work stoppage, failure of performance, delays in operation or transmission, nondelivery of information, deletions of files, mistakes, defects, errors, interruptions or computer failure or malfunction;
2. any loss or injury caused, in whole or in part, by the Site Owner's actions, omissions, or negligence, or for contingencies beyond the Site Owner's control, in procuring, compiling, or delivering the Information;
3. any errors, omissions, or inaccuracies in the Information regardless of how caused, or delays or interruptions in delivery of the Information; or
4. any decision made or action taken or not taken in reliance upon the Information.

RESERVATION OF INTELLECTUAL PROPERTY RIGHTS

The Site is protected by United States copyright laws. The Site Owner hereby reserves any and all intellectual property rights in the Site.

AGE RESTRICTION

The Site is intended for persons eighteen (18) years or older. Persons under the age of eighteen (18) should not access, use and/or browse the Site.

INDEMNIFICATION

You agree to indemnify and hold the Site Owner harmless from any claim or demand, including attorneys' fees, made by any third party as a result of (1) any content posted or made available by you on this Site, (2) any violation of law that occurs by you through the Site, and/or (3) anything you do using the Site and/or the Information contained therein.

INVALIDITY

If any provision of this Agreement is held to be invalid or unenforceable in whole or in part in any jurisdiction, then that provision shall be deemed ineffective in such jurisdiction but shall have no effect on the enforceability of the remaining provisions.

GOVERNING LAW, CONSENT TO JURISDICTION AND LIMITATION ON CLAIMS

This Agreement and your use of the Site, along with the Information contained therein, shall be governed by and construed in accordance with the laws of the State of New Hampshire without regard to conflict of laws principles, and you agree to submit to the jurisdiction of courts in the State of New Hampshire. You further agree that any claims or causes of action arising out of or related to this Agreement and the Site, along with the Information contained therein, shall be filed within one (1) year after such claim or cause of action arose, or such claim or cause of action shall be forever barred.

ENTIRE AGREEMENT

You hereby acknowledge that this Agreement represents the entire understanding between you and the Site Owner concerning your use of the Site and the Information contained therein.

MODIFICATION

The Site Owner may, in the Site Owner's sole and absolute discretion, modify the terms and conditions of this Agreement in whole or in part at any time for any reason without any notice to you, whether prior or otherwise. Such modified terms and conditions shall supersede these terms and conditions and shall become binding when published online on the Site.

WAIVER

The Site Owner's failure to exercise or enforce any right or provision of this Agreement shall not be deemed to be a waiver of such right or provision.

THE SITE AND THE INFORMATION CONTAINED THEREIN IS MADE AVAILABLE BY THE SITE OWNER FOR EDUCATIONAL PURPOSES ONLY AND IS NOT INTENDED TO PROVIDE MEDICAL ADVICE. BY ACCESSING THE SITE, YOU UNDERSTAND AND ACKNOWLEDGE THAT THERE IS NO PHYSICIAN-PATIENT RELATIONSHIP BETWEEN YOU AND THE SITE OWNER. YOU FURTHER ACKNOWLEDGE YOUR UNDERSTANDING THAT THE SITE SHOULD NOT BE USED AS A SUBSTITUTE FOR COMPETENT MEDICAL ADVICE FROM A LICENSED PHYSICIAN IN YOUR STATE.