

DR. QUINN WEIGHT LOSS TERMS OF USE

Last revised October 5, 2020

These terms and conditions of use (“Terms of Use”) govern your use of our online interfaces and properties (e.g., websites and mobile applications) owned and controlled by Dr. Quinn Weight Loss, PLLC, including the <http://www.drquinnweightloss.com/> website (the “Site”), as well as the services (“Services”) and products (“Products”) available to users through the Site. Dr. Quinn Weight Loss, PLLC (“Dr. Quinn Weight Loss”, “we,” “us,” and “our”) contracts with physicians and other healthcare professionals (individually the “Provider” and collectively the “Providers”) regarding online telehealth medical consultations and secure messaging between Dr. Quinn Weight Loss and our patients. (See Section 19 for supplemental terms applicable to Providers.). The professional medical services and the non-clinical Site services are collectively referred to in this Terms of Use as the “Services”. The terms “you” and “your” means you, your dependent(s) if any, and any other person accessing your Dr. Quinn Weight Loss Account.

Your acceptance of, and compliance with, these Terms of Use is a condition to your use of the Site and Services and purchase of Products. By clicking “accept”, you acknowledge that you have read, understand, and accept all terms and conditions contained within the Terms of Use, Notice of Privacy Practices, and Privacy Policy. If you do not agree to be bound by these terms, you are not authorized to access or use this Site or Services; promptly exit this Site.

Binding Arbitration. These Terms of Use provide that all disputes between you and Dr. Quinn Weight Loss that in any way relate to these Terms of Use or your use of the Site will be resolved by BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights under these Terms of Use. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the Section below entitled Dispute Resolution; Arbitration for the details regarding your agreement to arbitrate any disputes with Dr. Quinn Weight Loss.

1. Privacy Practices

You agree that information provided by you in connection with the Services and Site shall be governed by the Dr. Quinn Weight Loss Privacy Policy, which is hereby incorporated and made a part of this Agreement. You agree that information provided by you in connection with the Services shall also be governed by the Dr. Quinn Weight Loss Notice of Privacy Practices and is hereby incorporated and made a part of this Agreement.

2. Services Provided

We offer an online communication platform for Providers and their patients to connect via the Site through the use of synchronous and asynchronous telecommunications technologies. The Site facilitates communication between patients and Providers.

Dr. Quinn Weight Loss is an independent, physician-owned medical group with a network of United States based Providers who provide clinical telehealth services. Dr. Quinn Weight Loss Providers deliver clinical services via the Dr. Quinn Weight Loss platform to their patients. Providers are independently contracted or employed by Dr. Quinn Weight Loss. The Providers are responsible for the quality and appropriateness of the care they render to you.

Your interactions with the providers via the Site are not intended to take the place of your relationship with your regular health care practitioners or primary care physician. Dr. Quinn Weight Loss does not recommend or endorse any specific Providers, tests, physicians, medications, products, or procedures. You acknowledge that your reliance on any Providers or information delivered by the Providers via the Site or Service is solely at your own risk and you assume full responsibility for all risks associated herewith.

Dr. Quinn Weight Loss does not make any representations or warranties about the training or skill of any Providers who deliver services via the Site or Service. You will be provided with available Providers based solely on the information you submit to the Site. You are ultimately responsible for choosing your particular Provider.

The content of the Site and the Services, including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals, is for informational purposes only and does not constitute professional medical advice, diagnosis, treatment, or recommendations of any kind by Dr. Quinn Weight Loss. You should always seek the advice of your qualified health care professionals with any questions or concerns you may have regarding your individual needs and any medical conditions. The doctor-patient relationship is between you and the Dr. Quinn Weight Loss Provider you select.

Not for Emergencies

IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL “911” IMMEDIATELY.

Dr. Quinn Weight Loss’ Site and Services are **not** for medical emergencies or urgent situations. You should not disregard or delay to seek medical advice based on anything that appears or does not appear on the Site. If you believe you have an emergency, call 9-1-1 immediately.

You should seek emergency help or follow up care when recommended by a Provider or when otherwise needed. You should continue to consult with your primary provider and other healthcare professionals as recommended. Always seek the advice of a physician or other qualified healthcare provider concerning questions you have regarding a medical condition and before stopping, starting, or modifying any treatment or modification.

Risks of Telehealth Services

By using the Services, you acknowledge the potential risks associated with telehealth services. These include but are not limited to the following: information transmitted may not be sufficient (e.g. poor resolution of images) to allow for appropriate medical or health care decision making by the Provider; delays in evaluation or treatment could occur due to failures of electronic

equipment; a lack of access to your medical records may result in adverse drug interactions or allergic reactions or other judgment errors; although the electronic systems we use incorporate network and software security protocols to protect the privacy and security of health information, those protocols could fail causing a breach of privacy of your health information.

Prescription Policy

Dr. Quinn Weight Loss does not endorse any specific medication, pharmacy, or pharmacologic product. If a Provider prescribes a medication, he/she will limit supply based upon state regulations and will only prescribe a medication as determined in his/her own discretion and professional judgment. There is no guarantee a prescription will be written. Providers do not prescribe medications requiring an in-person examination, or certain other drugs which may be harmful because of their potential for abuse. Providers reserve the right to deny care for actual or potential misuse of the Services. Dr. Quinn Weight Loss is not a drug fulfillment warehouse.

You agree that any prescriptions that you acquire from a Provider will be solely for your personal use. You agree to fully and carefully read all provided product information and labels and to contact a physician or pharmacist if you have any questions regarding the prescription. Dr. Quinn Weight Loss fully honors patient freedom of choice and, if you receive a prescription for a medication, you always have the option to instruct Dr. Quinn Weight Loss to transmit that prescription to the pharmacy of your choice.

Not an Insurance Product

Dr. Quinn Weight Loss is not an insurer. The Services are not insurance products, and the amounts you pay to Dr. Quinn Weight Loss are not insurance premiums. If you desire any type of health or other insurance, you will need to purchase such insurance separately.

3. Availability of Services

Dr. Quinn Weight Loss operates subject to state and federal regulations, and the Services may not be available in your state. You represent that you are not a person barred from enrolling for and/or receiving the Services under the laws of the United States or other applicable jurisdictions in which you may be located. Access to and use of the Site and/or the Services is limited exclusively to users located in States within the United States where the Services are available. Services are not available to users located outside the United States. Accessing the Site or Services from jurisdictions where content is illegal, or where we do not offer Services, is prohibited.

4. Ordering and Purchasing or Products

Order Acceptance and Shipment

Your placement of an order does not necessarily ensure that we will accept your order. We may require additional information regarding your order if you have not provided all the information required by us to completed. Once a properly completed order and authorization of your form of payment is received, we will process your order and Product for shipment. If, for some reason, we determined that we cannot ship your Product(s) within thirty (30) days following our receipt

of a properly completed order, we will cancel your order and advise you of such action. We do not accept orders from dealers, wholesalers or other customers who intend to resell items offered on our Site.

Typographical Errors and Incorrect Pricing

In the event a Product or Service is listed at an incorrect price due to typographical error or error in pricing information received from a third party, we shall have the right to refuse or cancel any orders placed for the Product(s) and/or Service(s) listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit or debit card charged. If your credit or debit card has already been charged for the purchase and your order is canceled, we will promptly issue a credit to your credit or debit card account in the amount of the charge.

Risk of Loss

All Products purchased from our Site are delivered to shipment carriers. The risk of loss and title for such Products pass to you when they are delivered to the carrier.

Return Policy

You may return Products in accordance with our [Returns Policy](#) posted on our Site.

5. Eligibility; Site Access, Security and Restrictions; Passwords

In order to access the Site and the Services, you represent and warrant that you are older than 18 years old. You agree to fully, accurately, and truthfully create your Dr. Quinn Weight Loss Account (“Account”), including but not limited to your name, mailing address, phone number, email address, and password, which become your Dr. Quinn Weight Loss ID and credentials. The Dr. Quinn Weight Loss ID and/or credentials are personal to you, and you are solely responsible for maintaining the confidentiality of your Dr. Quinn Weight Loss ID and/or credentials, and for all activities that occur under such Dr. Quinn Weight Loss ID and/or credentials. You agree to prohibit anyone else from using your Dr. Quinn Weight Loss ID and/or credentials and agree to immediately notify Dr. Quinn Weight Loss of any actual or suspected unauthorized use of your Dr. Quinn Weight Loss ID and/or credentials or other security concerns of which you become aware. Your access to the Site may be revoked by Dr. Quinn Weight Loss at any time with or without cause.

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; or (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Site or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law.

You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Site, deep-link to any feature or content on the Site, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site. Violations of system

or network security may result in civil or criminal liability. Dr. Quinn Weight Loss will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site.

6. Electronic Communications

When you use the Site or Services, or send e-mails, messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically. You agree that (a) all agreements and consents can be signed electronically and (b) all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notices and other communications be in writing. Dr. Quinn Weight Loss may contact you by telephone, mail, or email to verify your account information. Dr. Quinn Weight Loss may request further information from you and you agree to provide such further information to ensure that you have not fraudulently created your Account. If you do not provide this information in the manner requested within 14 days of the request, we reserve the right to suspend, discontinue, or deny your access to and use of the Site and the Services until you provide the information to us as requested.

7. Consent to Receive Calls and Text Messages

By providing your mobile number, you are agreeing to be contacted by or on behalf of Dr. Quinn Weight Loss at the mobile number you have provided, including calls and text messages, to receive informational, Product or Service related (e.g., progress tracking, refill reminders, checkup reminders, etc.) and marketing communications relating to the Site and Services. Message and data rates may apply. **For help, text the word HELP to 313131. To stop receiving text messages text the word STOP 313131.** We may confirm your opt out by text message. If you subscribe to multiple types of text messages from us, we may unsubscribe you from the service that most recently sent you a message and/or respond to your STOP message by texting you a request to identify services you wish to stop. Keep in mind that if you stop receiving text messages from us you may not receive important and helpful information and reminders about your progress and treatment.

8. Ownership Of The Site And Related Materials; Additional Restrictions

All pages within this Site and any material made available for download are the property of Dr. Quinn Weight Loss, or its licensors or suppliers, as applicable. The Site is protected by United States and international copyright and trademark laws.

All rights not expressly granted to you in these Terms of Use are reserved and retained by Dr. Quinn Weight Loss or its licensors, suppliers, publishers, rights holders, or other content providers. Neither the Site and Services, nor any part of the Site and Services, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Dr. Quinn Weight Loss. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Dr. Quinn Weight Loss without express written consent. You may not use any meta

tags or any other “hidden text” utilizing Dr. Quinn Weight Loss’s name or trademarks without the express written consent of Dr. Quinn Weight Loss. You may not misuse the Site or Services. You may use the Site and Services only as permitted by law. The content of the Site, including without limitation the files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through this Site may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized or approved in writing by Dr. Quinn Weight Loss. You may not frame or utilize framing techniques to enclose, or deep linking to, any name, trademarks, service marks, logo, content or other proprietary information (including; images, text, page layout, or form) of Dr. Quinn Weight Loss without our express written consent.

9. No Users Under 18 Years Old

The Site and Services are only for users of the age of 18. If you are under the age of 18, please do not attempt to register with us at this Site or provide any personal information about yourself to us. If we learn that we have collected personal information from someone under the age of 18, we will promptly delete that information. If you believe we have collected personal information from someone under the age of 18, please [Contact](#) or call us at (248) 922-4900.

10. Accuracy of Information; Functionality

Although Dr. Quinn Weight Loss attempts to ensure the integrity and accurateness of the Site and Product descriptions, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Site, Product descriptions and other content on the Site. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform Dr. Quinn Weight Loss so that it can be corrected. If a Product described on our Site is not as described when you receive it, or the packaging on the Site does not match the product to receive, your sole remedy is to return it to us in unused and undamaged condition. Information contained on the Site may be changed or updated without notice. Additionally, Dr. Quinn Weight Loss shall have no responsibility or liability for information or content posted to the Site from any non-Dr. Quinn Weight Loss affiliated third party.

Dr. Quinn Weight Loss reserves complete and sole discretion with respect to the operation of the Site and the Services. We may withdraw, suspend, or discontinue any functionality or feature of the Site or the Services among other things. We are not responsible for transmission errors, corruption, or compromise of information carried over local or interchange telecommunications carrier. We are not responsible for maintaining information arising from use of the Site or with respect to the Services. We reserve the right to maintain, delete, or destroy all communications or information posted or uploaded to the Site or the Services in accordance with our internal record retention and/or destruction policies.

11. Links to Other Sites

Dr. Quinn Weight Loss makes no representations whatsoever about any other website that you may access through this Site. When you access a non-Dr. Quinn Weight Loss site, please understand that it is independent from Dr. Quinn Weight Loss, and that Dr. Quinn Weight Loss

has no control over the content on that website. In addition, a link to a non-Dr. Quinn Weight Loss website does not mean that Dr. Quinn Weight Loss endorses or accepts any responsibility for the content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk.

12. User Information

If you submit, upload, post or transmit any health information, medical history, conditions, problems, symptoms, personal information, consent forms, agreements, requests, comments, ideas, suggestions, information, files, videos, images or other materials to us or our Site (“User Information”), you agree not to provide any User Information that (1) is false, inaccurate, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets or intellectual property rights of any person or entity, or (3) contains or transmits a virus or any other harmful component. You agree not to contact other site users through unsolicited e-mail, telephone calls, mailings or any other method of communication. You represent and warrant to Dr. Quinn Weight Loss that you have the legal right and authorization to provide all User Information to Dr. Quinn Weight Loss for use as set forth herein and required by Dr. Quinn Weight Loss and the Provider.

You agree not to (i) access the Site or use the Services in any unlawful way or for any unlawful purpose; (ii) post or transmit (a) a message under a false name, or (b) any data, materials, content, or information (including, without limitation, advice, and recommendations) (collectively “Information”) which is (1) libelous, defamatory, obscene, fraudulent, false, or contrary to the ownership or intellectual property rights of any other person, or (2) contains or promotes any virus, worm, Trojan horse, time bomb, malware, 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, personal information, software, equipment, servers, or Information or facilitate or promote hacking or similar conduct; (iii) impersonate or misrepresent your identity or falsely state or misrepresent your affiliation with a person or entity; (iv) tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security, or proper function of the Site or the Services; (v) use robots or scripts with the Site; (vi) attempt to reverse engine, reverse assemble, reverse compile, decompile, disassemble, translate, or otherwise alter, defraud, or create false results from any executable code, information on, or received by this Site; (vii) to have any antivirus or antispyware software running that is set to override the internet browser’s cookies setting; (viii) incorrectly identify the sender of any message transmitted to Dr. Quinn Weight Loss. You may not alter the attribution or origin of electronic mail, messages, or posting; (ix) harvest or collect Protected Health Information about any other individual who uses the Site or the Services; (x) 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.

You agree to defend, indemnify and hold harmless Dr. Quinn Weight Loss and the Providers from and against all third party claims, damages and expenses (including reasonable attorneys’ fees)

against or incurred by us arising out of any User Information you upload to or transmit through the Site.

13. Claims of Copyright Infringement

We disclaim any responsibility or liability for copyrighted materials posted on our site. If you believe that your work has been copied in a manner that constitutes copyright infringement, please follow the procedures set forth below.

Dr. Quinn Weight Loss respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act (“DMCA”), we will respond promptly to notices of alleged infringement that are reported to Dr. Quinn Weight Loss’s Designated Copyright Agent, identified below.

Notices of Alleged Infringement for Content Made Available on the Site

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through our Site by sending us a notice (“Notice”) complying with the following requirements.

1. Identify the copyrighted works that you claim have been infringed.
2. Identify the material or link you claim is infringing (or the subject of infringing activity) and that access to which is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found.
3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:

“I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”

“I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”
5. Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to our Copyright Agent:

Dr. Quinn Weight Loss, PLLC
5715 Bella Rose Blvd.
Suite 200
Clarkston, MI 48348
drquinn@drquinnweightloss.com

14. Intellectual Property

With the exception of your electronic medical record, Dr. Quinn Weight Loss retains all right, title, and interest in and to the Site, 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 licensed by Dr. Quinn Weight Loss (in that case, the license provider retains all right, title, and interest therein). The information available through the Site and the Services is the property of Dr. Quinn Weight Loss. You agree not to store, copy, modify, reproduce, retransmit, distribute, disseminate, rent, lease, loan, sell, publish, broadcast, display, or circulate such information to anyone. Use, reproduction, copying, or redistribution of Dr. Quinn Weight Loss trademarks, service marks, and logos are strictly prohibited without the prior written permission of Dr. Quinn Weight Loss. The immediately foregoing sentence also applies to any third party trademarks, service marks, and logos posted on the Site. Nothing contained on the Site should be construed as granting, by implication, estoppel, 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 Dr. Quinn Weight Loss or the third party owner of such trademarks, service marks, and/or logos. The Site may contain other proprietary notices and copyright information, the terms of which you agree to follow.

Dr. Quinn Weight Loss may delete any information provided by you that it deems in its sole discretion fraudulent, abusive, defamatory, obscene, or in violation of copyright, trademark, or other intellectual property or ownership right of any other person or entity.

15. Disclaimer of Warranties

DR. QUINN WEIGHT LOSS DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. DR. QUINN WEIGHT LOSS DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, SITE-RELATED SERVICES, AND LINKED WEBSITES. DR. QUINN WEIGHT LOSS DOES

NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

WARRANTIES RELATING TO PRODUCTS OR SERVICES OFFERED, SOLD AND DISTRIBUTED BY DR. QUINN WEIGHT LOSS ARE SUBJECT TO SEPARATE WARRANTY TERMS AND CONDITIONS, IF ANY, PROVIDED BY DR. QUINN WEIGHT LOSS OR THIRD PARTIES WITH OR IN CONNECTION WITH THE APPLICABLE PRODUCTS OR SERVICES.

16. Limitation of Liability Regarding Use of Site

EXCEPT AS PROVIDED BY LAW, AND WITHOUT LIMITATION:

DR. QUINN WEIGHT LOSS SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF DR. QUINN WEIGHT LOSS OR THE PROVIDERS. DR. QUINN WEIGHT LOSS AND ANY THIRD PARTIES MENTIONED ON THIS SITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, AND/OR LINKED WEBSITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM LIABILITY OF DR. QUINN WEIGHT LOSS TO YOU WITH RESPECT TO YOUR USE OF THIS SITE IS \$500 (FIVE HUNDRED DOLLARS). YOU HEREBY AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL LAWS THAT LIMIT THE EFFICACY OF SUCH INDEMNIFICATIONS OR RELEASES.

17. No Third Party Rights

Unless expressly stated in the Terms of Use to the contrary, nothing herein is intended to confer any rights or remedies on any persons other than you, Dr. Quinn Weight Loss, and its affiliates. Nothing in the Terms of Use is intended to relieve or discharge the obligation or liability of any third persons to you, Dr. Quinn Weight Loss, and its affiliates, nor shall any provision give any third parties any right of subrogation or action over against you, Dr. Quinn Weight Loss, and its affiliates.

18. Assignment

You may not assign, transfer, or delegate the Terms of Use or any part thereof without Dr. Quinn Weight Loss's prior written consent. Dr. Quinn Weight Loss may freely transfer, assign, or

delegate all or any part of the Terms of Use, and any rights or duties hereunder or thereunder. The Terms of Use will be binding upon and inure to the benefit of the heirs, successors, and permitted assignees of the parties.

19. Supplemental Terms Applicable to Providers

These supplemental terms apply to Providers in addition the other provisions of these Terms of Use. In the event of a conflict between the supplemental terms and any other terms herein, the supplemental terms shall prevail.

To be a healthcare provider using the Site (“Provider” or “you”) you must be a licensed physician, nurse practitioner, or healthcare professional contracted or employed by Dr. Quinn Weight Loss, and must agree to comply with all laws, medical board rules and other rules and regulations applicable to you as a Provider or otherwise. Your relationship with the Dr. Quinn Weight Loss users (including your Dr. Quinn Weight Loss patients) is directly between you and the patient. The patient will never have a physician-patient relationship with Dr. Quinn Weight Loss. Dr. Quinn Weight Loss does not practice medicine and offers no medical services. As set forth more fully below, Provider is solely responsible for all agreements, consents, notices and other interactions with patients and other consumers. Without limiting the generality of the foregoing, Provider and Dr. Quinn Weight Loss is solely responsible for all billings and collections from patients and other consumers, and Dr. Quinn Weight Loss shall have no liability whatsoever to Provider with respect to any amounts owed by any patient or other consumer to Provider.

Dr. Quinn Weight Loss does not provide any medical advice, legal advice, or representations in any way regarding any legal or medical issues associated with Provider, goods or services offered by Provider, including but not limited any compliance obligations or steps necessary to comply with any state or federal laws and regulations. Provider should seek legal counsel regarding any legal and compliance issues, and should not rely on any materials or content associated with the Services in determining Provider’s compliance obligations under law. Provider and Dr. Quinn Weight Loss agree that Dr. Quinn Weight Loss is not providing, to Customer or anyone else, medical advice or legal advice.

Provider will use the Site and Services only in accordance with applicable standards of good medical practice. While software products such as the Site and Services can facilitate and improve the quality of service that Provider can offer patients, many factors, including the provider/patient relationship can affect a patient outcome, and with intricate and interdependent technologies and complex decision-making it is often difficult or impossible to accurately determine what the factors were and in what proportion they affected an outcome. Provider shall be solely responsible for its use of the Site and Services, and the provision of medical services to Provider’s patients. In this regard, Provider releases Dr. Quinn Weight Loss and waives any and all potential claims against Dr. Quinn Weight Loss as a result of Provider’s use of the Site and Services, and the provision of services to Provider’s patients.

As a result of the complexities and uncertainties inherent in the patient care process, Provider agrees to defend, indemnify and hold Dr. Quinn Weight Loss harmless from any claim by or on behalf of any patient of Provider, or by or on behalf of any other third party or person claiming damage by virtue of a familial or financial relationship with such a patient, which is brought against

Dr. Quinn Weight Loss, regardless of the cause if such claim arises for any reason whatsoever, out of Provider's use or operation of the Site and Services. To the extent applicable, Provider will obtain Dr. Quinn Weight Loss's prior written consent to any settlement or judgment in which Provider agrees to any finding of fault of Dr. Quinn Weight Loss or defect in the Site or Services. Dr. Quinn Weight Loss will promptly notify Provider in writing of any claim subject to this indemnification, promptly provide Provider with the information reasonably required for the defense of the same, and grant to Provider exclusive control over its defense and settlement.

If you submit, upload, transmit, or post any consents, notices, advice, recommendations, comments, files, videos, images or other materials to us or our Site ("Provider Content") or provide any Provider Content to patients or other consumers, you agree not to provide any Provider Content that (1) is defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets or intellectual property rights of any person or entity, or (3) contains or transmits a virus or any other harmful component. Provider is solely responsible for obtaining all necessary agreements and consents from, and providing all required notices to, patients and other consumers. You agree not to contact other users through unsolicited e-mail, telephone calls, mailings or any other method of communication. You represent and warrant to Dr. Quinn Weight Loss that you have the legal right and authorization to upload all Provider Content at the Site. Dr. Quinn Weight Loss shall have a royalty-free, irrevocable, transferable right and license to use the Provider Content however Dr. Quinn Weight Loss desires, including without limitation, to copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such Provider Content and/or incorporate such Provider Content into any form, medium or technology throughout the world. Dr. Quinn Weight Loss is and shall be under no obligation (1) to maintain any Provider Content in confidence; (2) to pay to you any compensation for any Provider Content; or (3) to respond to any Provider Content.

Dr. Quinn Weight Loss does not regularly review Provider Content, but does reserve the right (but not the obligation) to monitor and edit or remove any Provider Content submitted to the Site. You grant Dr. Quinn Weight Loss the right to use the name that you submit in connection with any Provider Content. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any Provider Content. You are and shall remain solely responsible for the content of any Provider Content you post to the Site or provide to patients or other consumers. Dr. Quinn Weight Loss and its affiliates take no responsibility and assume no liability for any Provider Content submitted by you or any third party.

20. Dispute Resolution; Arbitration Agreement

We will try work in good faith to resolve any issue you have with Site, including Products and Services ordered or purchased through the Site, if you bring that issue to the attention of our customer service department. However, we realize that there may be rare cases where we may not be able to resolve an issue to a customer's satisfaction.

You and Dr. Quinn Weight Loss agree that any dispute, claim or controversy arising out of or relating in any way to these Terms of Use or your use of the Site, including Products and Services ordered or purchased through the Site, shall be determined by binding arbitration instead of in

courts of general jurisdiction. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, we agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Dr. Quinn Weight Loss are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms of Use and any other contractual relationship between you and Dr. Quinn Weight Loss.

If you desire to assert a claim against Dr. Quinn Weight Loss, and you therefore elect to seek arbitration, you must first send to Dr. Quinn Weight Loss, by certified mail, a written notice of your claim (“Notice”). The Notice to Dr. Quinn Weight Loss should be addressed to: 5715 Bella Rose Blvd. Suite 200, Clarkston, MI 48348 (“Notice Address”). If Dr. Quinn Weight Loss desires to assert a claim against you and therefore elects to seek arbitration, it will send, by certified mail, a written Notice to the most recent address we have on file or otherwise in our records for you. A Notice, whether sent by you or by Dr. Quinn Weight Loss, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). If Dr. Quinn Weight Loss and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Dr. Quinn Weight Loss may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by Dr. Quinn Weight Loss or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration from the American Arbitration Association at www.adr.org. If you are required to pay a filing fee, after Dr. Quinn Weight Loss receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for more than US \$10,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by these Terms of Use, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by requesting them from us by writing to us at the Notice Address. The arbitrator is bound by the terms of these Terms of Use. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of these Terms of Use, including this arbitration agreement. Unless Dr. Quinn Weight Loss and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. (If you reside outside of the United States, any arbitration hearings will take place in your country of residence at a location reasonably convenient to you, but will remain subject to the AAA Rules including the AAA rules regarding the selection of an arbitrator). If your claim is for US \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Dr. Quinn Weight Loss’s last

written settlement offer made before an arbitrator was selected (or if Dr. Quinn Weight Loss did not make a settlement offer before an arbitrator was selected), then Dr. Quinn Weight Loss will pay you the amount of the award or US \$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for payment or recovery attorneys' fees, the arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Dr. Quinn Weight Loss agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

If this Agreement to Arbitrate provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms of Use shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts located in and for Oakland County, Michigan.

21. Force Majeure

We will not be deemed to be in breach of these terms or liable for any breach of these terms or our privacy policy due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, terrorism, war, invasion, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire or other disaster.

22. Indemnification

You agree to defend, indemnify, and hold harmless Dr. Quinn Weight Loss and any affiliates from and against any and all rights, demands, losses, liabilities, damages, claims, causes of action, actions, and suits (no matter whether at law or equity), fees, costs, and attorney's fees of any kind whatsoever arising directly or indirectly out of or in connection with: (i) your use or misuse of the Site, Products or Services or any information posted on the Site; (ii) your breach of the Terms of Use or Privacy Policy; (iii) the content or subject matter of any information you provide to Dr. Quinn Weight Loss or any Provider or customer service agent; and/or (iv) any negligent or wrongful act or omission by you in your use or misuse of the Site, Products or Services or any information on the Site, including without limitation, infringement of third party intellectual property rights, privacy rights, or negligent or wrongful conduct.

23. Revisions; General

Dr. Quinn Weight Loss reserves the right, in its sole discretion, to terminate your access to all or part of this Site, with or without cause, and with or without notice. Dr. Quinn Weight Loss reserves the right to modify these Terms of Use at any time, effective upon posting. Any use of this website

after such changes will be deemed an acceptance of those changes. You agree to review the Terms of Use each time you access this website so that you may be aware of any changes to these Terms. In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. These Terms of Use constitute the entire agreement between Dr. Quinn Weight Loss and you pertaining to the subject matter hereof. In its sole discretion, Dr. Quinn Weight Loss may from time-to-time revise these Terms of Use by updating this posting. You should, therefore, periodically visit this page to review the current Terms of Use, so you are aware of any such revisions to which you are bound. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within this Site.

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