

# Terms and Conditions of Use

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Wellcast may revise and update these Terms and Conditions at any time. Your continued usage of the Wellcast.org website ("Wellcast Site," or the "Site,") will mean you accept those changes.

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If you think you may have a medical emergency, call your doctor or 911 immediately. Wellcast does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Site. Reliance on any information provided by Wellcast, Wellcast employees, others appearing on the Site at the invitation of Wellcast, or other visitors to the Site is solely at your own risk.

The Site may contain health- or medical-related materials that are sexually explicit. If you find these materials offensive, you may not want to use our Site.

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#### Liability of Wellcast and Its Licensors

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#### User Submissions

The personal information you submit to Wellcast is governed by the Wellcast Privacy Policy. To the extent there is an inconsistency between this Agreement and the Wellcast Site, this Agreement shall govern.

You agree that you will not upload or transmit any communications or content of any type to the Public Areas (**including blogs, message boards, Ask Our Expert postings, user reviews of drug information, etc.**) that infringe or violate any rights of any party. By submitting communications or content to the Public Areas, you agree that such submission is non-confidential for all purposes.

If you make any such submission **you agree that you will not send or transmit to Wellcast by email, (including through the email addresses listed on the "Contact Us" page) any communication or content that infringes or violates any rights of any party. If you submit any business information, idea, concept or invention to Wellcast by email, you agree such submission is non-confidential for all purposes.**

**If you make any submission to a Public Area or if you submit any business information, idea, concept or invention to Wellcast by email, you automatically grant-or warrant that the owner of such content or intellectual property has expressly granted-Wellcast a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. Wellcast may sublicense its rights through multiple tiers of sublicenses. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, do not submit them to the Public Areas or to Wellcast by email. We try to answer every email in a timely manner, but are not always able to do so.**

User Submissions — Image, Video, Audio Files

**You agree to only post or upload Media (like photos, videos or audio) that you have taken yourself or that you have all rights to transmit and license** and which do not violate trademark, copyright, privacy or any other rights of any other person. Photos or videos of celebrities and cartoon or comic images are usually copyrighted by the owner.

**To protect your privacy, you agree that you will not submit any media that contains Personally Identifiable Information** (like name, phone number, email address or web site URL.) of you or of anyone else. Uploading media like images or video of other people without their permission is strictly prohibited.

By uploading any media on the Wellcast site, you warrant that you have permission from all persons appearing in your media for you to make this contribution and grant rights described herein. **Never post a picture or video of or with someone else unless you have their explicit permission.**

**It is strictly prohibited to upload media of any kind that contain expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these Terms and Conditions, the Wellcast Advertising Policy and the Wellcast Privacy Policy.**

**You agree that you will not upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or this Web site.**

**By uploading any media like a photo or video, (a) you grant to Wellcast** a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in the media; and (b) you certify that any person pictured in the submitted media (or, if a minor, his/her parent/legal guardian) authorizes Wellcast to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in such media; and (c) you agree to indemnify Wellcast and its affiliates, directors, officers and employees and hold them harmless from any and all claims and expenses, including attorneys' fees, arising from the media and/or your failure to comply with these the terms described in this document.

Wellcast reserves the right to review all media prior to submission to the site and to remove any media for any reason, at any time, without prior notice, at our sole discretion

Wellcast Community and Member to Member Areas ("Public Areas")

If you use a Public Area, such as message boards, blogs, **Ask Our Expert, User Reviews or other member communities**, you are solely responsible for your own communications, the consequences of posting those communications, and your reliance on any communications found in the Public Areas. Wellcast and its licensors are not responsible for the consequences of any communications in the Public Areas. In cases where you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately. If you think you may have a medical emergency, call your doctor or 911 immediately.

In consideration of being allowed to use the Public Areas, you agree that the following actions shall constitute a material breach of these Terms and Conditions:

1. Using a Public Area for any purpose in violation of local, state, national, or international laws;
2. Posting material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others;
3. Posting material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by Wellcast in its sole discretion;
4. Posting advertisements or solicitations of business;
5. After receiving a warning, continuing to disrupt the normal flow of dialogue, or posting comments that are not related to the topic being discussed (unless it is clear the discussion is free-form);
6. Posting chain letters or pyramid schemes;
7. Impersonating another person;
8. Distributing viruses or other harmful computer code;
9. Harvesting or otherwise collecting information about others, including email addresses, without their identification for posting or viewing comments; consent;
10. Allowing any other person or entity to use your identification for posting or viewing comments
11. Posting the same note more than once or "spamming"; or
12. Engaging in any other conduct that restricts or inhibits any other person from using or enjoying the Public Area or the Site, or which, in the judgment of Wellcast,

exposes Wellcast or any of its customers or suppliers to any liability or detriment of any type.

Wellcast Reserves the Right (but is Not Obligated) to Do Any or All of the Following:

1. Record the dialogue in public chat rooms.
2. Investigate an allegation that a communication(s) do(es) not conform to the terms of this section and determine in its sole discretion to remove or request the removal of the communication(s).
3. Remove communications which are abusive, illegal, or disruptive, or that otherwise fail to conform with these Terms and Conditions.
4. Terminate a user's access to any or all Public Areas and/or the Wellcast Site upon any breach of these Terms and Conditions.
5. Monitor, edit, or disclose any communication in the Public Areas.
6. Edit or delete any communication(s) posted on the Wellcast Site, regardless of whether such communication(s) violate these standards.

**Wellcast or its licensors have no liability or responsibility to users of the Wellcast Site or any other person or entity for performance or nonperformance of the aforementioned activities.**

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Wellcast may provide links to third-party web sites. Wellcast also may select certain sites as priority responses to search terms you enter and Wellcast may agree to allow advertisers to respond to certain search terms with advertisements or sponsored content. Wellcast does not recommend and does not endorse the content on any third-party websites. Wellcast is not responsible for the content of linked third-party sites, sites framed within the Wellcast Site, third-party sites provided as search results, or third-party advertisements, and does not make any representations regarding their content or accuracy. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites. Wellcast does not endorse any product, service, or treatment advertised on the Wellcast Site.

#### Indemnity

You agree to defend, indemnify, and hold Wellcast, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions.

#### General

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The following provisions survive the expiration or termination of this Agreement for any reason whatsoever: Liability, User Submissions, User Submissions – image, video, audio files, Indemnity, Jurisdiction, and Complete Agreement.

## Jurisdiction

You expressly agree that exclusive jurisdiction for any dispute with Wellcast, or in any way relating to your use of the Wellcast Site, resides in the courts of the State of Colorado and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Colorado in connection with any such dispute including any claim involving Wellcast or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

These Terms and Conditions are governed by the internal substantive laws of the State of Colorado, without respect to its conflict of laws principles. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

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If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials (or access thereto) from this web site by contacting Wellcast's copyright agent (identified below) and providing the following information:

1. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
2. Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
3. Your name, address, telephone number and (if available) e-mail address.
4. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
5. A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
6. A signature or the electronic equivalent from the copyright holder or authorized representative.

## Complete Agreement

Except as expressly provided in a particular "legal notice" on the Wellcast Site, these Terms and Conditions and the Wellcast Privacy Policy constitute the entire agreement between you and Wellcast with respect to the use of the Wellcast Site, and Content.