Terms of Use for the Advanced Dermatology & Cosmetic Surgery Dermatology Service

General.
This document describes the online terms of use ("Terms of Use"), for the tele-dermatology services (the "Service" or "Services") to be provided by Advanced Dermatology & Cosmetic Surgery ("ADCS") through the website located at https://patient.advancedderm.com ("Website") administered by lagnosis, Inc. ("Administrator"). ADCS and Administrator may be referred to separately or jointly as the "Provider." ADCS and Administrator may be referred to jointly as "we" or "us".

Amendments.
Administrator reserves the right to change, modify, or update these Terms of Use at any time without notice. We encourage you to periodically review these Terms of Use. You may at any time print, download and/or store a copy of these Terms of Use. Your continued access to and usage of this Website signifies your acceptance of any such modifications to these Terms of Use.

Acknowledgement of Terms.
As set forth herein, these Terms of Use are a legally binding agreement between you and the Website Provider. By using or accessing this Website or agreeing to these Terms of Use, you acknowledge that you have read and understood these Terms of Use and that you fully agree to be bound by all of the terms and conditions in these Terms of Use, which may be modified from time-to-time by the Website Provider. By using the Website, you represent that you are at least 18 years of age or have provided appropriate consent. If you are the parent or guardian of an individual 18 years of age or under and you consent to the treatment of such minor using the Service, you hereby agree that all references herein to "you," "your" or similar shall include the minor, as applicable. Any such modifications shall be effective immediately upon posting.

These Terms of Use, together with the Privacy Policy, constitute the entire understanding between you and the Website Provider regarding the use of this Website and the Service.

Term and Termination.
These Terms of Use take effect upon your access and use of this Website and automatically terminate if any of the following occur: 1) you fail to comply with a term, condition, or other obligation; 2) you cease use of this Website; or 3) the Website Provider chooses to terminate these Terms of Use with you, with or without cause.

Intellectual Property.
This Website and components thereof, including, but not limited to, text, images, audio, audiovisual content, source code, applets, web modules, and downloadable and web-enabled programs used in connection with this Website (including, without limitation, the Service) constitute the intellectual property and proprietary content of Administrator and/or its licensors and are protected under United States and international copyright, trademark, trade secret, and other intellectual property laws, where applicable. Except as expressly authorized in writing by Administrator in each specific instance, you agree not to modify, rent, lease, copy, publish or republish, loan, sell, transmit, distribute, or create derivative works based on this Website or any components provided in connection with or obtained from this Website (including, without limitation, the Service), in whole or in part for any purpose whatsoever.

Administrator and its licensors grant you a personal, non-transferable and non-exclusive right and license to use this Website. You agree not to access this Website by any means other than through the interface that is provided by Administrator for doing so. No transfer or grant of any intellectual property is made or implied by this license and Administrator reserves all rights in such intellectual property.

Notwithstanding anything to the contrary, Administrator has the right though not the obligation to, in the sole and exclusive discretion of Administrator, to do the following: (i) remove any content or information that, in the sole and exclusive discretion of Administrator, is inappropriate, unlawful, or otherwise is likely to subject Administrator to liability, or (ii) terminate or deny access to and use of this Website or Service to any individual or entity for any reason or no reason whatsoever, in the sole and exclusive discretion of Administrator. In either instance, Administrator shall have no obligation to provide a refund of any amounts previously paid to Administrator by you.

Unless Administrator specifically agrees in writing, you shall not and you shall ensure that any third party does not do any or all the following in connection with this Website or components thereof (including, without limitation, the Service): (a) sell, resell, lease, or share access with a third party; (b) attempt to decompile, disassemble, or reverse engineer the components provided in connection with or obtained through this Website; or (c) attempt to create a similar service or a competitive service through use of, or access to, this Website.
The Website Provider’s word marks, design marks, and slogans, are either registered and/or unregistered common law trademarks and/or service marks ("Marks") of the Website Provider, or its licensors. No display or use of such Marks may be made without the express written permission of Administrator.

Administrator respects the intellectual property rights of others. If you believe that any item or activity taking place in connection with this Website may constitute infringement of an intellectual property or other proprietary right, please notify us. Administrator shall diligently respond to any such notices, including notices in accordance with the Digital Millennium Copyright Act ("DMCA"), under the US copyright law. As required or appropriate under the DMCA, Administrator shall also remove the infringing material or disable links to infringing material as appropriate or required. Administrator shall have the right but not the obligation to terminate or deny access to and use of this Website to anyone who is deemed to be infringing copyright laws in the sole and exclusive discretion of Administrator. In such an event, Iagnosis, Inc. shall have no obligation whatsoever to provide a refund of any amounts previously paid by you to Administrator.

Please send the DMCA notice with regard to infringing material or links to infringing material to the following address:

Iagnosis, Inc.
Attn: Legal Department
4 Smithfield Street
Suite 1100
Pittsburgh, PA 15222

Unsolicited Ideas.
Any idea or information transmitted to the Website Provider shall belong to Administrator for the sole and exclusive use of Administrator and may be used by Administrator for whatever purpose Administrator desires, such as for a commercial purpose, without compensation being paid by Administrator.

Restriction on Use of This Website.
This Website is provided for your personal, non-commercial use and you agree not to copy, transmit, or modify any portion of this Website in any manner whatsoever.

Responsibility of Website Visitors.
The Website Provider does not review information and other content posted to this Website or using the Service unless the Website Provider has received notice from a third party that such information or content is inappropriate, unlawful, or otherwise. You are solely responsible for taking precautions as necessary to protect your computer system (or computing device) from any viruses, worms, Trojan horses, and any other harmful or destructive content.

No Export.
You agree to not ship, transfer, or export into any country or otherwise use in any manner this Website and components thereof (including, without limitation, the Service) in any manner which is prohibited by the United States Export Administration Act or any other applicable export laws, restrictions, or regulations.

Stock Photography and Images.
Photographs of individuals on this Website do not necessarily express or imply that the individuals are associated with or endorse the services rendered by the Website Provider (including, without limitation, the Service). Stock photography and images have been duly licensed from their respective sources.

Testimonials.
Favorable comments or endorsements are noted accordingly, but do not guarantee, or otherwise imply, any future outcomes or successes in connection with your use of the Website or the Service.

Links to Other Websites.
This Website may provide links to other third party websites and services. Links to such websites or services are merely provided as a public service to users of the site and do not constitute any endorsement by the Website Provider of such third party websites, or the quality, fitness, suitability, accuracy, or appropriateness of the information, content, materials, products or services which are otherwise presented or made available. The Website Provider, its directors, officers, employees, and agents are not responsible for any claims, damages or losses caused or alleged to have been caused by the use of any third party websites or services or from the information, content, materials, products, or services presented by or made available through those websites or services.
Knowledge Based Authentication.
If you are the parent or guardian of a minor and are consenting to treatment of the minor using the Service, you may be required to use a knowledge based authentication ("KBA") service to verify your identity, which is not affiliated with the Website Provider. You agree that the foregoing disclaimer regarding Links to Other Websites shall apply to the KBA service provider. The Website Provider does not provide any representation or warranty with respect to the KBA service including without limitation, any representation or warranty regarding quality, fitness, suitability, non-infringement, security, content, service or otherwise. As a condition to your consent to the treatment of a minor using the Service, you acknowledge the foregoing and agree to be bound by any Privacy Policy or Terms of Use of the KBA service provider.

Representations and Warranties.
You represent and warrant the following: 1) you have the legal right and authority to enter into these Terms of Use and that, if you are accepting these Terms of Use on behalf of a third party, that you have the legal right and authority to bind such third party to the terms of these Terms of Use; 2) you have the legal right and authority to perform your obligations under these Terms of Use; and 3) you represent and warrant that you have or own the legal right to the content you upload or otherwise transfer to the Website Provider including but not limited to copyright rights.

Disclaimer of Warranties.
This website, including without limitation all content made available on or through this website (including, without limitation, through the service), is provided on an "as is", "where is", and an "as available" basis without representations or warranties of any kind whatsoever, express or implied, including without limitation, non-infringement, title, merchantability, fitness for a particular purpose or accuracy, to the extent permissible by applicable law.

Advice, recommendations, and other information (collectively, "medical information") provided by dermatologists participating in the service ("participants") are not endorsed, vetted, or approved by the Website Provider in any way. Your use of any such medical information is at your own risk. Any disputes or claims in connection with such medical information are solely between you and the participant providing such medical information.

Except for medical information provided by participating physicians to you, nothing on this website or other components thereof (including, without limitation, the Service) is intended as medical advice or any other kind of advice whatsoever. The Website Provider make no warranty as to the accuracy or completeness of information on this website. The Website Provider make no warranty whatsoever as to the availability of content of the website or the entire website itself.

The Website Provider, its directors, officers, employees, and agents do not warrant that this website, the service, and any information, content, materials, products, or services used in connection with this website and Service will be accurate, timely, reliable, adequate, useful, secure, uninterrupted, error free, that defects will be corrected, or that this website or the Service will be free of viruses or other harmful or unwanted components.

Limitation of Liability.
In no event shall the Website Provider be held liable under these Terms of Use for more than the amount paid by you to the Website Provider during the six (6) months prior to the event giving rise to liability in connection with the use of this website, Service, or other components thereof.

Except as set forth herein, in no event shall the Website Provider, its directors, officers, employees, and agents be liable for any indirect, special, incidental, consequential or punitive claims, losses, or damages whether arising from an action in contract, tort or otherwise, related to or in connection with this website and components thereof or failure to access this website and components thereof (including, without limitation, the Service), even if informed of the possibility of such damages and even if direct damages do not satisfy a remedy, without limiting the generality of the foregoing, website provider, its directors, officers, employees, and agents shall not be liable for any claims, losses, or damages in connection with errors, omissions or inaccuracies of this website and service, or any other action or decision made in reliance of any of the foregoing. The Website Provider assume no liability or responsibility for errors or omissions on this website and components thereof. Your use of this website and components thereof is at your own risk.

Notice.
The Website Provider may deliver notice to you by means of e-mail, a general notice on this Website or other component thereof (such as, without limitation, the Service), or by other reliable method to the e-mail and mailing address(es) which you have provided to the Website Provider.
Your Account.
You shall keep your username and password confidential. You are entirely responsible for maintaining the confidentiality of your username and password. You are also entirely responsible for all activities that occur under your account. You shall also notify the Website Provider immediately if you suspect any unauthorized use of your account. Notwithstanding anything to the contrary herein, the Website Provider shall not be liable for any acts or omissions by you or others in connection with your username, password, or account. The Website Provider reserve the right to remove any inappropriate or unlawful content or other content which, in the sole and exclusive discretion of the Website Provider, is likely to subject the Website Provider to liability with regard to your account.

Indemnification.
You shall indemnify, defend, and hold harmless the Website Provider and its directors, officers, employees, and agents from and against all losses, expenses, damages and costs, including without limitation reasonable attorneys' fees, resulting from any violation of these Terms of Use or any activity or item related to your account (including, without limitation, negligent or wrongful conduct) by you or any other person using your account on this Website.

Severability.
If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms of Use, and the remainder of these Terms of Use shall continue in full force and effect.

Laws and Regulations.
Use of this Website and components thereof is subject to all applicable international and domestic laws and regulations and you agree not to use this Website or components thereof to violate any applicable international or domestic laws and regulations.

Choice of Law and Venue.
These Terms of Use shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and the United States, without giving effect to any conflict of laws provisions. The parties hereby consent to the exclusive jurisdiction of and agree that venue is proper and convenient in the state and federal courts situated in Allegheny County located in the Commonwealth of Pennsylvania. Any cause of action or claim which you may have with respect to this website must be commenced within one (1) year after such claim or cause of action arises.

Waiver.
The failure of the Website Provider to exercise or enforce any right or provision of these Terms of Use shall not be deemed as a waiver of such right or provision.

Successors and assigns.
These Terms of Use shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors or assigns.

Survival.
The following provisions shall survive the termination of these Terms of Use and shall apply indefinitely, in addition to any other provisions that are reasonably expected to survive the termination of these Terms of Use: 1) Intellectual Property; 2) No Export, 3) Links to Other Websites; 4) Representations and Warranties; 5) Disclaimer of Warranties; 6) Limitation of Liability; 7) Indemnification; 8) Severability; 9) Choice of Law and Venue; 10) Waiver; 11) Successors and assigns; and 12) Survival.

Headings.
All headings contained in these Terms of Use are inserted for convenience only and are not intended to affect the meaning or interpretation of these Terms of Use.

By using this service you are confirming that you understand and agree to the following:
• Depending on the nature of your complaint or condition, it may require in person care and or insurance based visits that are an additional cost to you.
• You may be asked to follow up, in person, with your regular dermatologist or healthcare provider, or asked to find a dermatologist or healthcare provider to follow up with in person. These visits may be an additional cost to you.
• You may not receive a definitive diagnosis
• You may receive multiple potential diagnoses, or a “differential diagnosis”.
This service is a convenience, therefore, based on the above, refunds will not be given.

EFFECTIVE DATE: 7/11/2016
LAST MODIFIED: 7/11/2016