

Terms of Use

Welcome to PSC.Healthcare (“PSC”). Terms of Use and website (the "Site").

YOUR USE OF THIS WEBSITE, INCLUDING ANY USE OF PSC.HEALTHCARE BY PHONE, IS CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS IN THESE TERMS OF USE. BY USING THE WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THIS WEBSITE. PLEASE READ THESE TERMS OF USE CAREFULLY.

Services Provided

PSC provides internet resources to connect individuals with participating physicians, licensed therapists and other licensed health care practitioners (the "Providers") in real time, via live streaming video, telephone and/or secure e-mail for the diagnosis and treatment of patients over the Internet, as well as providing other types of administrative services and information ("Services").

PSC has entered into an agreement with a physician network (the “Provider”) for the provision of Services. Accordingly, Your PHI will be available to Provider. The PSC Privacy Policy is available at this link: www.psc.healthcare/privacy. All of the participating Providers have independently contracted to be in the network operated by the Provider. PSC does not provide any physicians' or other Providers' services itself.

Use of This Site and the Services – NOT FOR EMERGENCIES

PSC's Site and Services are NOT for use for medical Emergencies or urgent situations. You should not disregard or delay to seek medical advice based on anything that appears on PSC's Site. IF YOU THINK YOU HAVE AN EMERGENCY, CALL 911, IMMEDIATELY!

Your interaction with the Providers through the Service is not intended to replace your relationship with your existing primary care physician. PSC is not

an insurance product, nor a prescription fulfillment warehouse. PSC, physicians and Provider(s) reserve the right to deny care for actual or potential misuse of these Services. The Services do not include the provision of medical care by PSC. Rather, the Services enable access to Providers who have agreed to provide patient care to Customers using PSC's Services. PSC provides technology to facilitate the contact between providers for the provision of care; it does not provide medical care. These Terms of Use apply to your use of the Site and, to the extent referenced, to your registration for, subscription to, and use of the Services.

Prescription Policy

PSC operates subject to state regulations and prescriptions may not be available in your state. PSC is not a drug fulfillment warehouse. In the event that a Provider does prescribe a medication, he/she will limit the supply based on state regulations and will only prescribe a medication, as determined appropriate in his/her sole discretion and professional judgment. PSC does not guarantee that a prescription will be written. Note: PSC Providers do not prescribe DEA controlled substances or scheduled medications, non-therapeutic drugs and certain other drugs which may be harmful because of their potential for abuse.

You agree that any prescriptions that you acquire from a Provider shall 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.

Account Enrollment, Eligibility and Security

In order to access the Site and Services, you represent and warrant that you are at least eighteen years of age and possess the legal right and ability, on behalf of yourself or a minor child of whom you are a parent or legal guardian, to agree to these Terms of Use, register for the PSC Services under your own name and to use the PSC Services in accordance with this Terms of Use and abide by the obligations hereunder. You agree to fully, accurately and truthfully create your PSC Account, including, but not limited to, your name, mailing address, phone number, email and password, which become your PSC ID and credentials. Your PSC ID and/or credentials are personal to you and you are solely responsible for maintaining the confidentiality of your PSC ID and credentials, and for all activities that occur under such PSC ID and credentials. You agree to prohibit anyone else from using your PSC ID and

credentials and you agree to immediately notify PSC of any actual or suspected unauthorized use of your PSC ID or credentials or other security concerns of which you become aware.

To permit you to access PSC Services on behalf of a minor child of whom you are a parent or legal guardian, you may establish a subaccount under your name. Any such subaccount is subject to these Terms of Use and the Notice of Privacy Policy.

In order to determine your compliance with these Terms of Use we reserve the right, but not the obligation, to monitor your access to and the use of the site and the Services. PSC may, in its sole discretion, refuse to provide care for actual or potential misuse of these Services, or for noncompliance with these Terms of Use.

Fraud Prevention and Security

PSC may contact you by telephone, mail or email to verify your PSC Account information. PSC may request further information from you and you agree to provide such further information to ensure you have not fraudulently created your Account. If you do not provide this information in the manner requested within 14 days of the request, PSC reserves the right to suspend, discontinue or deny your access to and use of the Site and Services, until the information is provided by Customer to PSC as requested.

Modification to Terms of Use

Please print and keep a copy of these Terms of Use. PSC reserves the right to modify the Terms of Use periodically, for any reason, and without notice. The most current version of these Terms of Use can be accessed at any time by selecting the Terms of Use link on the bottom of the Site. Please review the Terms of Use often so you will be apprised of any changes made. Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service(s) on our web site. Unless we expressly note otherwise, these terms incorporate and supersede any other terms associated with the Services.

PSC has the right to limit, suspend, discontinue or deny your access to and use of the Services at any time, and without notice, to anyone who violates these Terms of Use as PSC considers appropriate or necessary in its sole

discretion, including but not limited to (1) security reasons (2) alleged or suspected breach of these Terms of Use, or (3) the protection of intellectual property.

Information Provided by You

As part of the signing up process, you are required to provide us certain personal and medical information. Additionally, it is your responsibility to update PSC as promptly as possible with changes to your personal and/or medical information so that all records are current, complete and accurate. At any given time, you may be notified that information may be available for your review that is considered time-sensitive, such as medical information, diagnosis, lab results, etc., to the e-mail address that you provided as a contact point. Please keep this in mind when determining which e-mail address you offer as a contact point. You are obliged to provide us the following information:

- Changes in e-mail address
- Change of address
- Change of phone number
- Change of ownership of account
- Change of credit card number
- Change of banking information
- Change of credit card expiration date
- Electronic Medical Record

Your PSC Electronic Medical Record is created for you to enter, store and access your personal health information (PHI) online, including medical history, current health conditions, symptoms, complaints, allergies and medications, and for your Provider to record the results of his or her medical encounters with you in accordance with his or her obligations under applicable state and federal law with regard to creating and maintaining your record. Any information provided as part of a video, telephone and/or secure e-mail consultation becomes part of your PSC Record. You agree to provide accurate, current and complete information about yourself for your PSC Record, to periodically review and to update such information as needed to keep it accurate, current and complete. For additional information regarding use of your PSC Record, please see our Privacy Policy. It is your

responsibility to confirm any third party information, or information regarding a minor child of whom you are a parent or legal guardian, in your PSC Electronic Medical Record. PSC reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the PSC Service pursuant to its internal record retention and/or destruction policies. Please note that it is solely your physician's obligation to use and disclose the information included in your PSC Electronic Medical Record in accordance with applicable state and federal law, including, without limitation, obtaining any consents or authorizations that may be required for your information to be shared with other participating providers. However, by requesting a consultation through PSC's Site, you agree to disclose the contents of your complete PSC Electronic Medical Record to the provider who will conduct your consultation.

Information Resources (Opt-IN)

By subscribing to PSC's services you are agreeing to opt-in to the receipt of newsletters and other information regarding common medical and health related topics or preventive care messages containing specific medical and health related information, links to other related Web sites and specific questions related to your PSC Record. Additionally, PSC makes available self-care informational services that provide general medical and health information. These communications and resources are not comprehensive medical text and do not include all the potential information regarding the subject matter. These communications and resources are for general educational and informational purposes only, and should not be relied upon as a substitute for patient-specific advice, medical diagnosis and treatment or construed, directly or indirectly, as the practice of medicine or dispensing of medical services by PSC. Such information is not a substitute for seeing an appropriate healthcare professional for medical treatment, emergency medical services or urgent care. The information contained in these communications and resources are compiled from a variety of sources and may or may not be considered authored by PSC. PSC makes no warranty as to the content of these materials or the information contained therein, or represents or warrants that any particular drug or treatment is safe, appropriate or effective for you. If you do not wish to receive such communications, you may opt-out at any time by contacting Customer Services.

Limitations on Use

You agree that you will not use the Services for any service that must be provided to you by your regular physician as a follow up to an in-office visit as required by your health care plan. You will not use the Site or Services in any unlawful way and/or for any unlawful purpose. You will not post or transmit a message under a false name, or use the network resources of PSC to impersonate another person or misrepresent authorization to act on behalf of others or PSC. All messages transmitted via PSC should correctly identify the sender. You may not alter the attribution of origin in electronic mail messages or posting. You will not allow another person or entity to use their account, username or password to access or use the Services, or post or view comments. You will not attempt to undermine the security or integrity of computing systems or networks of PSC its Partners, or those accessed through or with their product, and must not attempt to gain unauthorized access. You may not harvest or collect PHI about any other individual who uses the Service. You may not post or transmit any data, materials, content or information which is threatening, false, misleading, abusive, libelous, pornographic or profane, or that contains or promotes any virus, worm, Trojan horse, time bomb 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. You may not tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security or proper function of the Site or the Services. You will not use robots or scripts with the Site. You will not attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter, defraud or create false results from any executable code, or information on or received by this Site. You agree to have anti-virus and/or anti-spyware software running that is set to override the Internet browser's cookie setting. You further agree that any information you provide or use on the Site, and your use of the Site or Services will not 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.

PSC maintains the right to delete any information provided by you that it deems in its sole discretion fraudulent, abusive, defamatory, and obscene or in violation of a copyright, trademark or other intellectual property or ownership right of any other person.

All customer-specific information provided by you in connection with Services shall be governed by the PSC Privacy Policy, which can be found at www.psc.healthcare/privacy. As part of these terms and conditions, you acknowledge that you understand, have read and accept all terms and

conditions contained within the PSC Privacy Policy. PSC reserves the right to terminate any account that does not include a valid email address on file. This email address must be stored in the profile for your account on the PSC system.

Operational Functionality

PSC reserves complete and sole discretion with respect to the operation of the PSC Services. PSC may, among other things withdraw, suspend or discontinue any functionality or feature of the PSC Services. PSC is not responsible for transmission errors or corruption or compromise of information carried over local or interchange telecommunications carriers.

Temporary Use License Granted

Only for the duration of being logged into your valid PSC account, you are hereby granted a non-exclusive, non-transferable temporary license, subject to the terms and qualifications of these Terms of Use to use the Services solely for personal, noncommercial use. The Customer is not granted a license or any other right to store any of the Services (including any portion of the software or documentation) on any computer or other device, or copy or otherwise use such information to create derivative works.

Intellectual Property

With the exception of your Electronic Medical Records, PSC retains all right, title and interest in and to PSC, 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 PSC, and 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 PSC, or if licensed by PSC, the license provider.

You agree that you will not store, copy, modify, rent, lease, loan, sell, distribute, transfer, transmit, display, reverse engineer, reverse assemble, or otherwise attempt to discover any programming code or any source code used in or with the Services. You may not sell, assign, sublicense, grant a security interest in or otherwise attempt to transfer any right in the Services

(which includes its software and documentation), create derivative works based on or in any manner commercially exploit the Services, in whole or in part. You agree that violations by you, any other person or entity, of these copyrights, trade secrets, patents, other intellectual property protections, or the terms of this Agreement will be prosecuted to the fullest extent of the Law in the federal and state courts located in California. The final choice of whether a customer is in violation of any of these policies is at the sole discretion of PSC. Nothing contained on the Site should be construed as granting, by implication, estoppels, 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 PSC or the third party owner of such trademarks, service marks and logos. The Site may contain other proprietary notices and copyright information, the terms of which you must and agree to follow.

International Use

The Services are designed for and intended for users in the United States. PSC makes no representation that the information and services provided on the Site or through the Services are applicable to, appropriate for, or available outside the United States. Accessing the Services from territories where the content is illegal is prohibited.

Legal Notices and Disclaimers

Medical Disclaimers - PSC makes no representation or warranty as to the content of any treatment response from any Provider. Providers are independent contractors and not employees of PSC. You and your physician are solely responsible for all information and/or communication sent during a video/telephone/email consultation or other communication. PSC does not guarantee that a video/telephone/consultation is the appropriate course of treatment for your particular health care problem. Furthermore, PSC is not a substitute for your primary care physician. You agree to contact your physician immediately should your condition change or your symptoms worsen. If you require urgent care, you should contact your local emergency services immediately.

Content Disclaimers - No information found on this Site should be relied on as professional medical advice. Nothing contained in this Site should be construed, directly or indirectly, as the practice of medicine or providing medical services by PSC. The information and Services provided on or through this Site are intended solely as general educational material and provide a mechanism to find and connect to a Provider who, subject to his or

her professional responsibilities, may or may not provide you with medical care. Always seek the advice of a physician or other qualified healthcare provider concerning questions you have regarding and medical condition, and before starting, stopping or modifying any treatment or medication. Never delay obtaining medical advice or disregard medical advice because of something you have or have not read on this Site. PSC makes no warranties or representations as to the accuracy of the information provided on the Site, and assumes no responsibility for any consequences relating directly or indirectly to any action or inaction you take based upon the information and material on the Site. You assume the entire risk of loss in using the Site and information contained in the Site.

General Disclaimers

YOU ACKNOWLEDGE THAT YOUR USE OF THE PSC SERVICES IS AT YOUR SOLE RISK, AND THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL RISK ASSOCIATED THEREWITH. ALL INFORMATION, PRODUCTS OR SERVICES CONTAINED ON OR PROVIDED THROUGH THIS WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW PSC AND ITS SHAREHOLDERS, AFFILIATES, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES OR OTHER REPRESENTATIVES (COLLECTIVELY, "AFFILIATES") HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND FREEDOM FROM COMPUTER VIRUS STRAINS. WITHOUT LIMITING THE FOREGOING, PSC AND ITS AFFILIATES MAKE NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS OR SUITABILITY OF THE PSC PRODUCTS AND SERVICES PROVIDED HEREUNDER. PSC MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT: THE SATISFACTION OF GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS; OR ANY TREATMENT, ACTION OR APPLICATION OR PREPARATION OF MEDICATION BASED ON INFORMATION OFFERED OR PROVIDED THROUGH THE PSC SERVICES.

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advertisements, promotions, communications or other materials. PSC does not assume any responsibility or liability for the accuracy of information contained in this Site or any third party web sites.

Service Reliability and Warranties

PSC makes no warranty that the Services will meet your requirements, or that the Service(s) will be uninterrupted, timely, 100% secure, or error free, or that defects, if any, will be corrected. This includes loss of data resulting from delays, and any service interruption caused by PSC employees. PSC is not responsible for transmission errors or corruption or compromise of data carried over local or interchange telecommunication carriers.

PSC will take all reasonable precautions to protect against failure of our equipment and software. The Customer acknowledges and agrees that temporary interruptions in service may occur, and that PSC shall have no liability for any claim, cost, charge, loss or expense arising from or relating to use of the Services. The Customer acknowledges and agrees that data may be lost or corrupted in connection with use of the Services. PSC performs regular back-ups of all data stored, but shall have no liability to Customer in the event that data is lost or destroyed. Customer acknowledges and agrees that in the event restoration of data from backup is necessary, it may take several days to complete such restoration of data and resume operation of the Services.

Indemnification

You agree to release, indemnify, defend and hold harmless PSC, our contractors, agents, employees, officers, directors and affiliates (Affiliates) harmless from all liabilities, claims, rights, losses, causes of action, actions and suits (no matter whether in law or in equity), expenses, including attorney's fees, of third parties relating to or arising, directly or indirectly, out of or in connection with (i) your use or misuse of the Site or the Services or any information posted on the Site, (ii) your subscription, (iii) Your breach of the Terms of Use or the Privacy Policy, (iv) your relationship with any Provider, (v) the content or subject matter of or any information you provide to PSC, any of its Affiliates, any Provider or customer service agent, and/or (vi) any negligent or wrongful action or omission by you in the use or misuse of the Site or the Services or any information posted on the Site, including, but not limited to, infringement of third party intellectual property rights, privacy rights, or

negligent or wrongful conduct. If and When PSC is threatened with suit by a third party, PSC may seek written assurances from you concerning your promise to indemnify it; your failure to provide those assurances may be considered by us to be a breach of your Terms of Use and may result in deactivation of your PSC account Service(s).

Limitation of Liability

EXCEPT AS PROHIBITED BY LAW, AND WITHOUT LIMITATION: PSC SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF ANY OF THE INDEPENDENT PROVIDERS. YOU SHALL BE SOLELY AND FULLY RESPONSIBLE FOR ANY DAMAGE TO PSC AND ITS SERVICES OR ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR DISCLOSURE OF INFORMATION ON THE SERVICES CAUSED BY YOU OR ANY PERSON USING YOUR USER NAME OR PASSWORD. PSC DOES NOT ASSUME ANY LIABILITY ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS INFRASTRUCTURE, OR THE INTERNET OR FOR MISUSE OF ANY OF THE ADVICE, IDEAS, INFORMATION, INSTRUCTIONS, OR GUIDELINES ACCESSED THROUGH THE SERVICES.

IN NO EVENT SHALL PSC NOR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF (i) THE MONTHLY OR ANNUAL SUBSCRIPTION RATE PAID UNDER YOUR PLAN, OR (ii) IN THE EVENT NO PURCHASE PRICE WAS PAID OR REQUIRED, THE LIQUIDATED SUM OF \$50.00. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PSC NOR ANY OF ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THAT RESULT FROM (i) PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OF SERVICE OR LOSS OF DATA, OR (ii) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO PSC RECORDS, PROGRAMS OR SERVICES, AND WHETHER IN ANY ACTION IN WARRANTY, CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE OR FUNDAMENTAL BREACH), OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR THE INABILITY TO USE, THIS SITE OR ANY SERVICE OFFERED THROUGH THIS SITE OR ANY MATERIAL OR INFORMATION CONTAINED IN, ACCESSED THROUGH,

OR PRODUCTS PURCHASED ON THIS WEB SITE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF PSC IS ADVISED OF THE LIKELIHOOD OR POSSIBILITY OF THE SAME. TO THE EXTENT CERTAIN JURISDICTIONS RESTRICT ANY OF THE ABOVE LIMITATIONS OF LIABILITY; SUCH LIMITATIONS SHALL NOT APPLY IN SUCH JURISDICTIONS TO THE EXTENT OF SUCH RESTRICTIONS. YOU ACKNOWLEDGE AND AGREE THAT PSC'S AGGREGATE LIABILITY TO YOU FOR ANY DAMAGES, LOSSES, FEES, CHARGES, EXPENSES OR LIABILITIES, AND IN CIRCUMSTANCES WHERE THE FOREGOING LIMITATION IS FINALLY DETERMINED TO BE UNAVAILABLE SHALL NOT EXCEED THE SUBSCRIPTION PRICE PAID BY YOU PRIOR TO THE FIRST OCCURRENCE OF THE SUBJECT DAMAGES, LOSSES, FEES, CHARGES, EXPENSES OR LIABILITIES. YOU AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL LAWS THAT LIMIT THE EFFICACY OF SUCH INDEMNIFICATIONS OR RELEASES.

Third Party Protection

The Indemnification and Disclaimers provisions set forth above are for the benefit of PSC, and its Affiliates. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

Termination and Survival

PSC may terminate Services at any time, without penalty and without notice, if you fail to comply with any of the terms of these Terms or Use, or the intellectual property protections applicable to these Services (Defined Above).

PSC may also seek legal prosecution of any violations of law or these Terms of Use and you agree to personal jurisdiction by the Courts in the State of California. Upon notice of termination of Services by PSC to you via contact e-mail to your PSC account and contact e-mail account provided in Customer's personal information, or voluntary termination of service by Customer, PSC has the right to delete all data, files, or other information that is stored in the Customer's account for any reason. The Indemnification, Copyright, Jurisdiction, Warranty, Network Security, Compliance with Anti-Spamming Laws and Privacy terms and conditions stated herein shall survive termination of this Agreement.

Fees and Applicable Charges

You agree that you are solely responsible for all administrative fees, subscription fees and consultation fees for Services, pursuant to the schedule of subscriptions and fees set forth on the Site. If your employer or agency has arranged with PSC to pay the fee or any portion of the fee, or if the fee is pursuant to some other arrangement with PSC, that fee adjustment will be reflected in the fee that you are ultimately charged.

Please check with your physician or health plan to determine if any Services are covered. As further consideration for the Services, you agree to provide certain current, complete and accurate information about them, including valid credit card information, as required by the sign-up for Services and maintain and update this information as needed, to keep it current, complete and accurate. By completing and submitting the sign-up form, you represents that the statements in their application are true and accurate. You agree that any unpaid balance due hereunder shall bear interest at the rate of 18% per annum, and that costs of collection, including Court costs and reasonable attorney fees shall be added as principal amounts to such balance. PSC reserves the right to modify its' pricing structure at any time and implement the new price structure at any time prior to billing you for your initial payment or for future payments due pursuant to these Terms of Use. You understand that Services may not be provided or scheduled consultations cancelled if your credit card information is inaccurate or invalid.

PSC Calendar

The calendar as seen on the Site is based on Eastern Standard Time (E.S.T.). If a customer is outside of the (E.S.T.) time zone it is that Customer's responsibility, at the time of scheduling a consultation and at the time of attendance of their consultation, to accommodate for this difference. PSC will not refund or reschedule appointments based on an error by Customer based on this issue.

Force Majeure

Notwithstanding anything herein to the contrary, PSC shall not be liable for any losses arising out of the delay or interruption of its performances of any obligations due to any act of God, act of governmental authority, act of public enemy, war, severe weather conditions, or any other cause beyond its control.

No Third Party Rights

Unless expressly stated in these Terms of Use or in the Privacy Policy to the contrary, nothing herein or in the Privacy Policy is intended to confer any rights or remedies under these Terms of Use or the Privacy Policy on any other persons other than you, PSC and its Affiliates. Nothing in these Terms of Use and the Privacy Policy is intended to relieve or discharge the obligation or liability of any third persons to any of you, PSC or its Affiliates, nor shall any provision give any third persons any right of subrogation or action over or against you, PSC or its Affiliates.

Assignment

You may not assign, transfer or delegate these Terms of Use or the Privacy Policy or any part of them without PSC's prior written consent. PSC may freely transfer, assign or delegate all or any part of these Terms of Use and the Privacy Policy, and any rights and duties hereunder or thereunder. These Terms of Use and Privacy Policy will be binding upon and inure to the benefit of the heirs, successors and permitted assignees of the parties.

Privacy

By accepting these Terms of Use, you acknowledge that you understand, have read, and agree to the provisions outlined in the Privacy Policy, which is incorporated herein and made part of these Terms of Use by reference.
Governing Law, Jurisdiction, and Venue

These Terms of Use and the Privacy Policy shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law rules or principles. Any civil action or legal proceeding arising out of or relating to these Terms of Use or Privacy Policy shall be brought in the applicable Federal or State court located in Los Angeles County, California. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Any cause of action or claim you may have with respect to PSC must be commenced within one (1) year after it arises, except to the extent such limitation is not enforceable. To the fullest extent permitted by law, each party to this Terms of Use waives its or his or her right to a jury trial with respect to

any dispute or other controversy arising from hereunder or your use of or access to the PSC Services or web site.

Enforcement Costs

If any civil action or other legal proceeding is brought for the enforcement of any of these Terms of Use or the Privacy Policy or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of any of these Terms of Use or the Privacy Policy, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party (including fees and costs associated with collecting such amounts).

Waiver

Failure to exercise or delay in exercising any right hereunder, or failure to insist upon or enforce strict performance of any provision of this Terms of Use, shall not be considered waiver thereof, which can only be made by signed writing. No single waiver shall be considered a continuing or permanent waiver.

Severability

The provisions of this Terms of Use are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, but such provision shall be reformed, if reasonably possible, only to the extent necessary to make it enforceable.

Spam and Compliance with Anti-Spamming Laws

PSC has a strict zero tolerance for unsolicited bulk email, unsolicited posting to news groups or other illegal activities. You shall not use or permit any your

employees, agents or affiliates to: market, promote or solicit PSC products in ways that violate the federal CAN-SPAM Act (Controlling the Assault of Non-Solicited Pornography and Marketing) or any other laws of the United States. You shall not, infringe the rights of others, shall not distribute chain letters or unsolicited bulk electronic mail ("spamming"); propagate computer worms or viruses; use a false identity; attempt to gain unauthorized entry to any site or network; infringe copyrights, trademarks, or other intellectual property rights. You further agree to comply with U.S. export laws concerning the transmission of technical data and other regulated materials via the Worldwide Web. You agrees to indemnify and hold PSC and its Affiliates harmless for any and all acts found or suspected to be in violation hereof. You shall indemnify and hold PSC and its Affiliates harmless against and from losses, damages, costs, and reasonable attorneys' fees, if any, incurred in defending and/or resolving any suits brought against PSC or any of its Affiliates, by anyone arising out of an alleged violation of any anti-spamming rules, regulations, laws, statutes, and the like. Your account will be terminated for any of the above infractions.

Notice / Customer Service

PSC may provide notice by e-mail to the e-mail address you provided during the registration, by a general notice on the PSC Web site, or by written communication delivered by first class U. S. mail or express courier to your address on record in the PSC account information. You may give notice to PSC at any time by letter delivered by first class postage prepaid U. S. mail or overnight courier to:

PSC Technology Incorporated
14320 Ventura Blvd, #434, Sherman Oaks, CA 91423
Attn: Customer Service (866) 866-1466 (9am – 4 pm PST)

Copyright Infringement

If you are a copyright owner who believes your copyrighted material has been reproduced, posted or distributed via the PSC website in a manner that constitutes copyright infringement, please inform our legal department by sending written notice by U.S. Mail or overnight courier to the address above. Please include the following information in your written notice: (1) a detailed description of the copyrighted work that is allegedly infringed upon; (2) a description of the location fo the allegedly infringing material on the site; (3) your contact information, including your address, telephone number and, if

available, email address; (4) a statement by you indicating that you have a good faith belief that the allegedly infringing use is not authorized by the copyright owner, its agent, or the law; (5) a statement by you, made under penalty of perjury, affirming that the information in your notice is accurate and that you are authorized to act on the copyright owner's behalf; and (6) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

Miscellaneous

PSC's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither course of conduct between us and you, nor trade practice shall act to modify any provision of this Agreement. PSC may assign its rights and duties under this Agreement to any party at any time without notice to you. If any provision of this Agreement, or the application thereof to any person or circumstances, is found to be invalid or for any reason, unenforceable by any court having competent jurisdiction, such provision will be deemed amended to the least extent possible to render it valid and enforceable in a manner that preserves the original intent of the provision as much as possible, and the invalidity or unenforceability of such provision shall not affect the validity and application of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement or the breach thereof will be effective unless in a writing signed by the party to be charged with such waiver.

Entire Agreement

These Terms of Use, together with any PSC rules or policies referred to herein, represents the entire agreement between you and PSC concerning the subject matter hereof, and supersede all prior understandings, whether written or oral, concerning such subject matter. PSC may modify this Terms of Use as set forth above.

Comments, Suggestions and Submissions

PSC welcomes comments, suggestions and submissions by its Customers. Any comments, suggestions and submissions made by Customers, including but not limited to, messages, notes, feedback, artwork, communications, computer code or creative materials provided to PSC shall become the exclusive property of PSC. At the time the comment, suggestion, and/or submission is made it shall act as a full assignment to PSC of all rights whatsoever (copyright, patentability, and intellectual property). PSC shall have the right to use said comment, suggestion, and/or submission as its own for all legal purposes including but not limited to reproduction, disclosure, publishing, distribution and the like without any compensation to Customer. This section shall not include any personal information submitted by Customer that would be included as part of the Health Information Portability and Accountability Act of 1996. Please submit comments and suggestions to Customer Service at the address or email provided in the Notice Section above.