

Website Terms and Conditions of Use

1. Terms of Use

By accessing the MOD Dermatology website (www.moddermatology.com) (the "Website"), you are agreeing to be bound by all terms, conditions, and notices contained or referenced herein (the "Terms of Use"). If you do not agree with any of these Terms of Use, you are prohibited from using or accessing this Website. Please check these Terms of Use periodically for changes. Your continued use of this Website following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

2. Proprietary Rights

You acknowledge and agree that all content and materials available on this Website are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. Except as expressly authorized by MOD Dermatology, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such materials or content. Systematic retrieval of data or other content from this Website to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from MOD Dermatology is prohibited. In addition, use of the content or materials for any purpose not expressly permitted in these Terms of Use is prohibited. For information on requesting such permission, please contact: alaina@moddermatology.com.

3. Disclaimer of Warranties

You acknowledge that the information on the Website is provided "as is" for general information only. It is not intended to provide medical advice, and should not be relied upon as a substitute for consultations with qualified health professionals who are familiar with your individual medical needs. MOD Dermatology makes no warranties of any kind regarding this Website, including but not limited to any warranty of accuracy, completeness, currency, reliability, merchantability or fitness for a particular purpose, or any warranty that these pages, or the computer server that makes them available, are free of viruses or other harmful elements, and such warranties are expressly disclaimed.

4. Limitation of Liability

In no event shall MOD Dermatology or any of its directors, officers, affiliates, agents or its suppliers be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use, the Website. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if MOD Dermatology has been advised of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, MOD Dermatology's liability in such jurisdictions shall be limited to the extent permitted by law.

5. Third Party Links

MOD Dermatology may provide links on the Website to other websites that are not under the control of MOD Dermatology. These links are provided for convenience or reference only and are not intended as an endorsement by MOD Dermatology of the organization or individual operating the website or a warranty of any type regarding the website or the information on the website.

6. Indemnification and Force Majeure

Neither MOD Dermatology nor any independent provider/transmitter of information shall be liable in any way, and you agree to indemnify and hold harmless MOD Dermatology and its subsidiaries, other affiliated companies, the independent providers/transmitters and all employees, contractors, officers, and directors thereof (the "Indemnitees") for (1) any inaccuracy, error, or delay in, or omission of (a) any information, or (b) the transmission or delivery of information; and (2) any loss or damage arising from or occasioned by (a) your use or misuse of this Website as well as any such inaccuracy, error, delay, or omission, or (b) any non-performance, or interruption of information due either to any negligent act or omission by the Indemnitees.

7. Severability and Integration

Unless otherwise specified herein, these Terms of Use constitutes the entire agreement between you and MOD Dermatology with respect to this Website and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and MOD Dermatology with respect to this Website. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

8. Notices and Procedure for Making Claims of Copyright Infringement

We respect the intellectual property rights of others, and require that the people who use the Website, or the services or features made available on or through this Website, do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to your Copyright Agent, designated as such pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2), named below:

- Your address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the alleged infringing material is located;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

FOR COPYRIGHT NOTICES ONLY:

Copyright Agent: Gray Derrick
Baird Holm LLP
1700 Farnam Street, Suite 1500
Omaha, NE 68102
Phone: (402) 636-8229
E-mail: gderrick@bairdholm.com

9. Termination

MOD Dermatology reserves the right, in its sole discretion, to terminate your access to all or part of this Website, with or without notice.

10. International Use

MOD Dermatology makes no representation that materials on this Website are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this Website from other locations do so on their own initiative and are responsible for compliance with local laws.

11. Site Terms and Conditions Modifications

MOD Dermatology may revise these terms of use for its Website at any time without notice. By using this Website you are agreeing to be bound by the then current version of these Terms of Use.

12. Choice of Law and Forum

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Nebraska, excluding its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Use or your use of this Website shall be filed only in the state or federal courts located in the State of Nebraska, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.