



MODERN DERMATOLOGY

WESTPORT, CT

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Your use of specific features offered by the Modern Dermatology Site may require that you register for an account with the Modern Dermatology Site, which may include selecting a user account name and password. Your account name and password are personal to you, and you are responsible for the confidentiality and use thereof, and for all activities (including commercial and noncommercial transactions) that are conducted through your account. You agree that Modern Dermatology shall not be responsible or liable for any harm related to the use or disclosure of your username and/or password.

You may not use another user's username and password to access someone else's account. If you discover that someone has used your account or are otherwise aware of a security breach in connection with your account, you agree to notify us in writing and, unless we deem unnecessary, change your username and password.

User Content and Data

Modern Dermatology reserves the right, which you agree to grant to Modern Dermatology, to access any information associated with content and/or data that you provide to the Modern Dermatology Site or that you provide on any other site that is used in or by the Modern Dermatology.

You agree that you will comply with all applicable laws, rules and regulations associated with your use of the Modern Dermatology Site, and you shall not use the Modern Dermatology Site for any unlawful purpose. Further, you shall not express or imply that any statements you make are endorsed by us, without our prior written consent. Further, you agree not to impersonate any person or entity, whether actual or fictitious, including any employee or representative of Modern Dermatology.

You agree not to submit any content or information that is unlawful, fraudulent, libelous, defamatory, or otherwise objectionable, or that infringes Modern Dermatology's or any third party's intellectual property rights or other rights. You further agree not to submit any non-public information about any other person or company. You further agree not to submit any

advertisement, solicitation, chain letter, pyramid scheme, survey, contest, investment opportunity or other unsolicited commercial communication.

User Conduct

You agree not to submit, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, sexually explicit, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable, includes the image or likeness of individuals, including individuals under 18 years of age, or that encourages or otherwise depicts or glamorizes drug use (including alcohol and cigarettes), or that characterizes violence as acceptable, glamorous or desirable, or contains any personal contact information or other personal information identifying any third party.

You further agree not to submit, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability.

You further agree not to engage in spamming or flooding, or to harvest or collect information about the Modern Dermatology Site or its users. You further agree not to use or derive data to determine functionality provided by the Modern Dermatology Site, nor to determine statistics regarding performance of the Modern Dermatology Site.

You further agree not to circumvent restrictions placed on any and all data available through the Modern Dermatology Site, including in an attempt to subvert or compromise the ability of Modern Dermatology to provide users with valid and accurate information.

You further agree not to submit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, virtual time bombs or other items of a malicious or destructive nature. You agree not to take any action to manipulate identifiers, including by forging headers, in order to disguise the origin of any actions conduct with or through the Modern Dermatology Site, and you agree not to link to any portion of the Modern Dermatology Site other than the URL assigned to the home page of the Modern Dermatology Site or a URL to a web page or content located within the Modern Dermatology Site.

You further agree not to use any computer program, including but not limited to a robot, spider, offline reader, website, software, search/retrieval application or other manual or automatic device, tool, or process to retrieve, index, data mine or in any way, including to reproduce or circumvent the navigational structure or presentation of the Modern Dermatology Site. Operators of public search engines may use spiders to copy materials from

the Modern Dermatology Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials.

You further agree not to take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on the infrastructure of the Modern Dermatology Site, including to access, reload or refresh transactional event, or to make any other request to transactional servers, more than once during any three-second interval.

You further agree not to use the Modern Dermatology Site in an attempt to, or in conjunction with any device program or service, to circumvent any technological measure that effectively controls access to, or the rights in, the Modern Dermatology Site in any way including, without limitation, by manual or automatic device or process.

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For any product or service you purchase using the Modern Dermatology Site, whether directly or indirectly, you agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred, including all applicable taxes. Such taxes include, for example, applicable taxes for any sale or transaction for which taxes may be withheld or otherwise be due to any government or body. You may only use payment methods and transactions for which you are expressly authorized. You will not hold Modern Dermatology liable if you do not comply with laws related to your transactions. Modern Dermatology may, at its sole discretion, provide law enforcement with information you provide to Modern Dermatology related to your transactions to assist in any investigation or prosecution of you. If Modern Dermatology is unable to verify or authenticate the information that you provide during any registration, ordering, purchase, sale, authentication, delivery, payment or remittance process, or any other process, Modern Dermatology reserves the right to prohibit or refuse you access to the Modern Dermatology Site.

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(a) ANY FAILURE OF ANOTHER USER OF THE MODERN DERMATOLOGY SITE TO CONFORM TO THE CODES OF CONDUCT,

(b) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT OR IN TORT, RESULTING FROM YOUR ACCESS TO AND USE OF THE MODERN DERMATOLOGY SITE,

(c) ANY UNAUTHORIZED ACCESS TO OR USE OF MODERN DERMATOLOGY'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN,

(d) ANY BUGS, VIRUSES, WORMS, TROJAN HORSES, DEFECTS, DATE BOMBS, TIME BOMBS OR OTHER ITEMS OF A DESTRUCTIVE NATURE WHICH MAY BE TRANSMITTED TO OR THROUGH THE MODERN DERMATOLOGY SITE,

(e) ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY CONTENT IN CONNECTION WITH THE MODERN DERMATOLOGY SITE, OR

(f) ANY LOST, STOLEN OR DAMAGED GOOD OR SERVICE TRANSACTED THROUGH THE MODERN DERMATOLOGY SITE. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE MODERN DERMATOLOGY SITE IS TO STOP USING THE MODERN DERMATOLOGY SITE. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE ALLOCATION OF RISK BETWEEN YOU AND THE MODERN DERMATOLOGY SITE IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND THE MODERN DERMATOLOGY SITE. MODERN DERMATOLOGY'S AGGREGATE LIABILITY

ARISING OUT OF THESE TERMS OR THE USE OF THE MODERN DERMATOLOGY SITE WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID TO MODERN DERMATOLOGY IN THE PAST TWELVE MONTHS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, SO THESE MAY NOT APPLY TO YOU. IN SUCH CASES, MODERN DERMATOLOGY'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE.

Indemnification

If anyone brings a claim against Modern Dermatology that is related to your use of the Modern Dermatology Site, information you submit using the Modern Dermatology Site, or your violation of these Terms, you agree to indemnify, defend and hold Modern Dermatology and its affiliated companies, suppliers, advertisers and sponsors, and each of Modern Dermatology's officers, directors, employees, and agents, harmless from and against any and all claims, damages, losses and expenses of any kind (including reasonable legal fees and costs). Modern Dermatology reserves the right to take exclusive control and defense of any claim, and you will cooperate fully with Modern Dermatology in asserting any available defenses.

Disputes, Including Mandatory Arbitration and Class Action Waiver

Any dispute or claim relating in any way to your use of the Modern Dermatology Site, or to products or services sold or distributed by Modern Dermatology or through the Modern Dermatology Site, will be resolved by binding arbitration rather than in court, with the following exceptions:

You may assert claims in small claims court if your claims apply;

If a claim involves the conditional license granted to you herein, either of us may file a lawsuit in a federal or state court located within New York County, New York, and you and Modern Dermatology both consent to the jurisdiction of those courts for such purposes; and

In the event that the arbitration agreement in these Terms is for any reason held to be unenforceable, any litigation against Modern Dermatology (except for small-claims court actions) may be commenced only in a federal or state court located within New York County, New York, and Modern Dermatology and you both consent to the jurisdiction of those courts for such purposes.

The arbitration agreement in these Terms is governed by the Federal Arbitration Act. It is intended to be broadly interpreted, and will survive termination of these Terms. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

Modern Dermatology and you each agree that the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. You agree to waive any right to a jury trial or to participate in a class action. If this specific provision is found to be unenforceable, then the entirety of this arbitration section will be null and void and neither of us will be entitled to arbitrate such dispute.

You agree that these Terms evidence a transaction involving interstate commerce and will be governed by and construed in accordance with federal law to the fullest extent possible.

Questions

If you have any questions, comments or complaints regarding these Terms or the Modern Dermatology Site, you may send those to:

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