Website TERMS OF USE AND CONDITIONS

Last Modified: 09/10/2024

Welcome to the Adult & Pediatric Dermatology, P.C. ("APDerm®") website. These Terms of Use and Conditions ("Terms") govern your use of the APDerm® ("our") website ("Site"). Please read the terms in full before using our Site. By accepting these Terms, or by using this Site, you agree to be legally bound by these Terms, and our Privacy Policy and Notice of Privacy Practices. If you do not agree to these terms, please do not use our Site. We reserve the right to modify these Terms at any time without prior notice, and your continued use of the Site binds you to the changes made. You are expected to check this page so you are aware of any changes, as they are binding on you.

Access to Site

You will be able to access our Site without having to register any details with us.

Medical Disclaimer

The Site does not provide medical advice. The information contained on the Site is not a substitute for medical advice or treatment. If you have a life-threatening emergency, call 911 or go the hospital immediately.

Use of Site

Our Site, images, data, text, audios, videos, photographs, custom graphics, logos, button icons, descriptions and all other material provided and the collection and compilation and assembly thereof are the exclusive property of APDerm® or its parent, and are protected by U.S. and international copyright laws.

The contents of our Site may be used for personal, non-commercial purposes only. Any other use of such contents, including the reproduction, modification, distribution, transmission, republication, public display or performance, republishing, downloading, or storage of any material on the Site without our prior written consent is expressly forbidden.

Any other trademarks or service marks appearing anywhere on our Site are the property of their respective owners. To the extent any product name or logo does not appear with a trademark (TM) does not constitute a waiver of any and all intellectual property rights that APDerm® or its businesses has established in any of its products, features, or service names or logos.

You may not use, reproduce, modify, transmit, display, publish, sell, create derivative works, or distribute by any means, method, or process whatsoever, now known or hereafter developed, any content of this Site for commercial profit or gain. Nothing in these Terms or on

the Site shall be construed as conferring any intellectual property or other proprietary rights to you. You agree to observe copyright and other applicable laws and may not use the content in any manner that infringes or violates the rights of any person or entity. We hold all rights to the content on this website.

As a condition of your use of the Site, you will not use the Site, or any contents or services, for any purpose that is unlawful in any applicable jurisdiction where our Site are being used, or prohibited by these terms, conditions, and notices, and you agree to abide by the terms and conditions set forth in the "User Conduct" section. You may not use the Site contents or services in any manner that could damage, disable, overburden, or impair any of our equipment or interfere with any other party's use and enjoyment of the Site, or any contents or services. You may not attempt to gain access to any portion of the Site, or any of its contents or services, other than those for which you are authorized.

While every effort is made to ensure the timeliness and accuracy of the Site content and services, we make no warranties either express or implied, and assume no liability or responsibility for the completeness, use, accuracy, reliability, correctness, timeliness or usefulness, of any of the results obtained from its use.

We make no representation or warranty, express or implied, with respect to the content of the Site, or links to other sites, including but not limited to accurateness, completeness, correctness, timeliness or reliability. We make no representation or warranty regarding the merchantability or fitness for a particular purpose or use with respect to any content or services whatsoever that may be accessed through this Site, or the results to be obtained from using the Site. We make no representation or warranty that the Site or content is free from defects or viruses. Your use of external links and third-party websites is at your own risk and subject to the terms and conditions of use for such links and sites.

While every effort is made to ensure that all content provided on the Site does not contain computer viruses and/or harmful materials, you should take reasonable and appropriate precautions to scan for computer viruses or otherwise protect your computer and you should ensure that you have a complete and current backup of the applicable items on your computer. We disclaim any liability for the need for services or replacing equipment or data resulting from your use of the Site. While every effort is made to ensure smooth and continuous operation, we do not warrant the Site will operate error free.

Site Uptime

We take all reasonable steps to ensure that our Site is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and other technical issues. Therefore, we will not be liable if this Site is unavailable at any time.

Our Site may be temporarily unavailable due to issues such as system failure, maintenance or repair, or for reasons beyond our control. Where possible, we will try to give our users advance warning of maintenance issues, but shall not be obliged to do so.

User Conduct

Any material you send or post to our Site shall be considered non-proprietary and non-confidential. See our Privacy Policy and Notice of Privacy Practices, which can be found on our Site.

When using our Site, you shall not post or send to or from the Site:

- (a) content for which you have not obtained all necessary consents;
- (b) content that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offense, give rise to a civil liability, or otherwise is contrary to the law in any applicable jurisdiction where our Site is being used;

We will fully cooperate with any law enforcement authorities or court order requiring us to disclose the identity or other details or any person posting materials to our Site in breach of the this Section.

You shall not use our Site while distracted or preoccupied, such as when operating a motor vehicle. You should access our Site only with due regard for your own safety and the safety of others.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site.
- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site for any unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Site.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

Links to and from Third Party Websites

Any links furnished on our Site may allow you to leave our Site. These third party websites are not under our control and we disclaim any responsibility for the contents of such linked sites or any link(s) contained in any such linked site(s) or any changes or updates to any of

these sites. We further disclaim any responsibility for any form of transmission received from any linked third party website or advertising. If we provide these links to you, it is done simply as a convenience to you and inclusion of any link herein shall in no way be construed as an endorsement by us of the site(s).

If you would like to link to our Site, you may only do so on the basis that you link to, but do not replicate, any page of our Site, and subject to the following conditions:

- (a) you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us;
- (b) you do not misrepresent your relationship with us or present any false information about us;
- (c) you do not link from a website that is not owned by you; and
- (d) your website does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law of the United States of America.

If you choose to link our Site in breach of this Section, you shall fully indemnify us for any loss or damage suffered as a result of your actions.

This Site may provide certain social media features that enable you to:

- (a) Link from your own or certain third-party websites to certain content on this Site.
- (b) Send emails or other communications with certain content, or links to certain content, on this Site.
- (c) Cause limited portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- (a) Establish a link from any website that is not owned by you.
- (b) Cause the Site or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- (c) Link to any part of the Site other than the homepage.
- (d) Otherwise take any action with respect to the materials on this Site that is inconsistent with any other provision of these Terms of Use.

Online Purchases and Other Terms and Conditions

All purchases through our site are governed by our Terms of Sale, which are hereby incorporated into these Terms of Use.

Geographic Restrictions

We are headquartered in the Commonwealth of Massachusetts in the United States, with additional facilities in New Hampshire and Rhode Island. We provide this Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimers

All information on our Site is of a general nature and is furnished for your knowledge and understanding and as an informational resource only. The documents and any related graphics published on this server could include technical inaccuracies or typographical errors. Changes are periodically added to the information contained on our Site. We may make improvements and/or changes to any of the products depicted or described herein at any time. We expressly disclaim any responsibility or liability for any adverse consequences or damages resulting from your use of the Site or reliance on the information from either.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH REGARD TO ANY PRODUCTS, INFORMATION OR SERVICE PROVIDED THROUGH THIS SITE, INCLUDING, TITLE, NON-INFRINGEMENT, OR ANY OTHER WARRANTY, CONDITION, GUARANTY, OR REPRESENTATION, WHETHER ORAL OR IN WRITING, OR IN ELECTRONIC FORM.

Limitation of Liability

YOUR USE OF OUR SITE IS ENTIRELY AT YOUR OWN RISK. WE WILL NOT BE RESPONSIBLE TO YOU OR TO ANY THIRD PARTIES FOR ANY DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES OR INJURY YOU MAY INCUR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SITE OR THE PRODUCTS, OR YOUR RELIANCE ON OR USE OF THE SITE, THE INFORMATION, OR SERVICES PROVIDED, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OR ANY FAILURE OF

PERFORMANCE, OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON OUR SITE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF WE HAVE ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

Indemnification

You agree to defend, indemnify, and hold us, our officers, directors, employees, volunteers, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, arising out of or alleged to result from your use of and access to the Site or your violation of these Terms or your violation of any third party right, including without limitation any trademark, copyright or other proprietary or privacy right.

Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you.

Information About You and Your Visits to the Site

All information we collect on this Site is subject to our Privacy Policy and our Notice of Privacy Practices. By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

General

These Terms, together with the Privacy Policy and Notice of Privacy Practices, and any legal notices published by us on the Site, shall constitute the entire agreement between us concerning use of the Site. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Comments and Concerns

This Site is operated by APDerm. All feedback, comments, requests for technical support, and other communications relating to the Site should be directed to:

APDerm Management, LLC 526 Main Street, Suite 302

Acton, MA 01720 (978) 371-7010 (978) 371-0522(fax)