



Terms and Conditions of Use

Acceptance of Terms ORNET Technologies ("ORNET") provides access to this website (the "Site") and offers various information, documents, bulletins, practice exams, links, articles, certification activities, and services, including Physician Portfolios for eligible physicians (collectively, the "Services"). Your use of the Site is governed by these Terms of Use ("Terms"). By accessing or using the Site, you agree to comply with these Terms. "You" refers to any individual using or accessing the Site.

ORNET reserves the right to modify these Terms without prior notice. Your continued use of the Site will constitute your acceptance of the updated Terms. Additionally, specific Services or Content may have additional terms and conditions, which are incorporated into these Terms by reference. If you violate any of these Terms, your authorization to use the Site will terminate immediately, and you must destroy any downloaded or printed content. User ID, Password, and Security You agree to provide accurate, complete, and current information. To access your Physician Profile, you must use your assigned User ID and chosen Password. You are responsible for maintaining the confidentiality of your User ID and Password and for all activities conducted under them.

You agree to:

- 1. Immediately notify ORNET of any unauthorized use or security breach.**
- 2. Log out from your account at the end of each session.**

ORNET is not liable for any loss or damage arising from your failure to comply with these requirements

Copyright and Trademarks All content on the Site, including articles, text, graphics, images, designs, video clips, sounds, trademarks, and software (collectively, the "Content"), is owned by ORNET or third parties. You may download and copy Content for personal use only, provided all copyright or trademark notices are retained. Unauthorized use or modification of the Content is prohibited and constitutes an infringement of proprietary rights.

You may not use any ORNET trademark or name in advertising or commercial activities without prior written consent from ORNET.

Use of Software available for download on the Site is owned or licensed by ORNET and protected by copyright laws. Use of the software is governed by the terms of the end-user license agreement accompanying it. Unauthorized recompilation, reverse engineering, or discovery of the source code is prohibited.

Use of Site and Content You may view, download, and print documents and information from the Site for personal, professional, informational, and non-commercial purposes only. Modifying or altering the Content is prohibited. The rights granted to you constitute a limited license and do not transfer ownership.

You agree not to:

- **Use the Content for commercial purposes.**
- **Modify, copy, distribute, or transmit the Content.**
- **Damage, disable, or impair the Site.**
- **Access secure or non-public areas of the Site without authorization.**

The ORNET Technologies ("ORNET") makes available for your use on this website (the "Site") information, documents, bulletins, practice exams, hypertext, links, articles, certification activities, and other content, as well as certain functionality and services, including Physician Portfolios for eligible physicians (the "Services"), subject to the terms and conditions outlined in these Terms of Use. In these Terms of Use, "you" refers to the person using or accessing the Site. Your access or use of this Site constitutes your acceptance of these Terms of Use. ORNET reserves the right to change or modify these Terms of Use from time to time at its sole discretion, without advance notice. Your use of the Site will be subject to the most current version of the Terms of Use posted on the Site at the time of such use or access. In addition, when using particular Services or Content (as defined below) on this Site, you shall be subject to any posted guidelines or rules applicable to such Services or Content that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are at this moment incorporated by reference into these Terms of Use. If you breach any of the Terms of Use, your authorization to use this Site terminates and you must immediately destroy any Content downloaded or printed from the Site.

USER ID, PASSWORD AND SECURITY

You agree that all information you provide is true, accurate, and complete. To access your Physician Profile on the Site, you are required to use the assigned User ID and the Password that you have chosen. You are responsible for maintaining the confidentiality and security of the User ID and Password and are fully responsible for all activities that occur under your User ID or Password.



You agree,

- I. to immediately notify ORNET of any unauthorized use of your User ID or Password or any other breach of security, and
- II. to exit from your account at the end of each session. You agree that ORNET cannot and will not be liable for any loss or damage arising from your failure to maintain the confidentiality of your User ID and/or password, or from your failure to exit/log out from your account.

COPYRIGHT AND TRADEMARKS

The content of the Site, including, but not limited to, all articles, text, graphics, images, photos, illustrations, designs, icons, video clips, sounds, files, trademarks, copyrighted material, trade dress, software, specifications, practice examinations, literature, technical information, advertisements and other content or materials located on the Site (collectively, the "Content") is owned by ORNET or third parties with all rights reserved unless otherwise noted. All Content and Services on the Site (as well as the organization and layout of the Site) are owned and copyrighted or licensed by ORNET, its affiliates, or its third-party vendors. You may download and/or copy information from the Site for your personal use only as provided below in "Use of Content," provided that each copy includes any copyright, trademark notice, or attribution as they appear on the pages copied. The Content may not otherwise be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work, or otherwise used for public or commercial purposes, except as provided in these Terms of Use without the express written permission of ORNET. You may not use any Content in any manner that may give a false or misleading impression or statement. Nothing on the Site should be construed as conferring any license of any intellectual property rights, whether by estoppel, implication, or otherwise. Any unauthorized use or modification of the Content constitutes an infringement of the copyrights and other proprietary rights of ORNET or the other owner(s) of such rights. The Site includes the display of various trademarks, service marks, and/or registered trademarks of the ORNET in India. ORNET's name and imprimatur and all related trademarks, design marks, and slogans are the trademarks or service marks of ORNET. You are not authorized to use any ORNET name or mark in any advertising, publicity, or any commercial or other manner except as permitted under any trademark use policy adopted by ORNET and posted on the Site, or with the express prior written consent of ORNET.

USE OF SOFTWARE

Any software and accompanying documentation that is made available to download from this Site is copyrighted and/or protected work that is owned or licensed by ORNET. Use of any such software is governed by the terms of the end-user license agreement that accompanies or is included with such software. You will not be able to download or install any software that is accompanied by or includes an end-user license agreement unless you agree to the terms of such end-user license agreement. If you do not agree to such terms, you will not be able to use the software. You are not authorized to decompile, reverse engineer, or otherwise attempt to discover the source code of any software available on this Site or any other sites to which this Site may link or refer you to.

USE OF SITE AND CONTENT

Except as otherwise indicated elsewhere in these Terms of Use or on this Site, you may view, download, and print the documents, information, and other Content available on this Site, subject to the following terms and conditions:

- a) The Content may be used solely for personal, professional, informational, internal, and non-commercial purposes.
- b) The Content may not be modified or altered in any way.
- c) You may not remove any copyright, trademark, or other proprietary notices contained in any of the Content.
- d) The rights granted to you constitute a limited license and not a transfer of ownership or title.
- e) You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purpose any portion of the Content, use of the Content, or access to the Content. The rights specified above to view, download, and print the Content available on this Site do not apply to the design and layout of this Site. Elements of this Site are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

You further agree not to:

- a) modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works based upon, frame in another Web page, use on any other website, transfer or sell any information, software, lists of users, databases or other lists, products or services provided through or obtained from the Site, including without limitation, engaging in the practices of "screen scraping," "indexing," "database scraping," or any other activity to obtain lists of users or other information; such as the use of internet robot or spider software to extract data or content from the Site, except with the express written permission of ORNET.
- b) damage, disable, overburden, or impair the Site or interfere with any other party's use or enjoyment of the Site.
- c) obtain or attempt to obtain any materials or information through any means not made readily accessible by ORNET through the Site; and
- d) access or attempt to access password-protected, secure, or non-public areas of the Site (other than your own Physician Profile). You agree that ORNET may at any time terminate your access to and use of the Site, or any part thereof, with or without notice, based on ORNET's determination, in its sole and absolute discretion, that you have violated these Terms of Use, or that other conduct or circumstances exist which warrants such action. You further agree that use of the Site and any of its Services and access to the Content



shall be immediately terminated if you violate these Terms of Use. In addition, ORNET reserves the right, in its sole discretion, to modify or discontinue the Services or access to Content, or any portion thereof, with or without notice, and without liability to you.

LIMITED LICENSE FOR VERIFICATION OF CERTIFICATION DATA

For Personal and Consumer Purposes ORNET hereby grants to you a limited, non-exclusive license to access a limited subset of License Data through the Site and the "Find a Physician" service solely for personal and consumer purposes (e.g., to verify the credentials of your physician(s) or to locate a certified family physician you may be interested in visiting). "License Data" means information from the ORNET database relating to physicians who have been licensed by respective state councils. The use of License Data for any other purpose is strictly prohibited. For Credentialing Purposes ORNET hereby grants a third-party credentialing organization a limited, non-exclusive license to access a limited subset of License Data through the Site and the "Online Verification System" service solely to verify the credentials of a physician. The use of License Data for any other purpose is strictly prohibited.

LINKING TO SITE

By creating a link to the Site, you agree that:

- a) you will not employ any technology that results in the placement of Content from the Site in a frame a reduced pop-up window or any other display mechanism which changes the appearance of the Site from how it would appear if a user typed the URL in a typical browser line.
- b) your website will not display content or link to other websites that contain content that is illegal, obscene, indecent, disparaging, discriminating, or otherwise offensive.
- c) you have duly registered your domain name and possess all rights necessary to use the same; and
- d) you shall not in any manner access, collect, store, disclose, transfer, or use any information obtained or derived from a user's access to or use of the Site. ORNET reserves the right to revoke your permission to create a link at any time in its sole discretion, and if so requested by ORNET, you will immediately remove and cease using the link to the Site.

DISCLAIMER OF WARRANTIES

You understand and agree that your use of, and reliance upon any of the Site, Services, or Content is at your sole risk and is made available on an "as is" and "as available" basis. ORNET makes no express or implied representations, warranties, or guarantees about the appropriateness, accuracy, sufficiency, correctness, veracity, value, completeness, or timeliness of the Site, Services, or Content.

ORNET EXPRESSLY DISCLAIMS, AND YOU UNEQUIVOCALLY RELEASE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT. LIMITATION OF LIABILITY IN NO EVENT SHALL ABFM BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO ACCESS OR USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY CONTENT, SOFTWARE, PRODUCTS, AND SERVICES MADE AVAILABLE OR OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ABFM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Any Services or Content made available or obtained through the use of the Site, and all other use of the Site, is done at your discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results therefrom. If you are dissatisfied with any portion of the Site, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Site. As described above, this Site may contain links to third-party websites that are not under the control of ORNET. ORNET makes no representation whatsoever about any other website to which you may have access through this Site. When you access a non-ORNET website, you do so at your own risk and ORNET is not responsible for the accuracy or the reliability of any information, data, opinions, advice, statements, materials, or quality made on these sites or for the quality of any products or services available on such sites. ORNET provides these links merely as a convenience and courtesy to you and the inclusion of such links does not imply that ORNET endorses or accepts any responsibility for the content or uses of such websites.

INDEMNIFICATION

You agree to indemnify and hold ORNET, its affiliates, directors, officers, employees, agents, and its third-party vendors and contractors, harmless from any claims, demands, and damages, including, but not limited to, reasonable attorneys' fees and litigation expenses, made by any third party due to or arising out of



- i. any data or content submitted, posted, or otherwise provided by you to the Site or ORNET,
- ii. any breach by you or your affiliates, employees, agents, or representatives of these Terms of Use; or
- iii. your use of the Site. GOVERNING LAW AND JURISDICTION This Site (excluding linked sites) is controlled by ORNET from its offices within the District of Thane, Maharashtra, India.

By accessing this Site, you and ORNET agree that all matters relating to your access to, or use of, this Site shall be governed by the laws of the Courts of Thane, without regard to the conflicts of laws and principles thereof. You and ORNET also agree and hereby submit to the exclusive personal jurisdiction and venue of the Judicial Court Thane district, Maharashtra concerning such matters. ORNET makes no representation that the Content and Services available on this Site are appropriate or available for use in other locations and accessing them from territories where the contents are illegal or otherwise impermissible is prohibited.

Those who choose to access this Site from other locations do so on their initiative and peril and are responsible for compliance with local laws.

ADJUDICATION OF DISPUTES, FORUM, WAIVER OF RIGHT TO JURY TRIAL

If any dispute arises between you and the ORNET whether under the terms hereof or as a result of any action taken by the ORNET or you as a result or consequence of your applying, your use of the Site or any documents or materials you downloaded, viewed or referred to on the Site, or because of any application, request for information or other contact between you or a representative of yours and the ORNET or any representative of the ORNET, you and the ORNET expressly agree to waive and hereby waive any rights you each may have to a trial by jury of any issues arising in any action or proceeding between you and the ORNET or their respective successors, representatives, or heirs. You agree that ORNET may seek injunctive relief as a remedy for any breach of these Terms of Use, infringement, or other violation of the rights of ORNET, in addition to any other legal or equitable remedies available to ORNET. In addition, any claim, dispute, or controversy ("claim") by you or the ORNET against the other shall be resolved in an appropriate court of law located in Thane District, as described above. Nothing herein is designed to create or grant you or the ORNET any rights that you or the ORNET may not already have.

COLLECTION OF PERSONAL INFORMATION

For information regarding ORNET's practices for safeguarding and disclosing personal information, see ORNET's Privacy Policy. When you engage in certain activities on this Site, such as downloading software or Content, ORNET, or other sites that are linked to this site, may ask you to provide certain information about yourself by filling out and submitting an online form. It is completely optional for you to engage in these activities. If you would like to engage in these activities, ORNET may require you to provide personal information, such as your name, mailing address, e-mail address, and possibly other personal identifying information. When you submit such personal information to ORNET, you understand and agree that ORNET and its agents may transfer, store, and process your personal information in its files. Likewise, other third parties linked to this Site may do the same. ORNET makes no representation whatsoever about any third party's use of any personal information that you may furnish to any such third party, and you will be required to deal with such third party's online privacy policy, if, and to the extent, that any such third party has such a policy.

USE OF COOKIES

When you visit the Site, ORNET may use "cookies" to track your visit. A cookie is a small amount of data that is transferred to your browser by a web server and can only be read by the server that gave it to you. It functions as your identification card, recording your passwords and preferences. Most browsers are initially set to accept cookies. You can set your browser to notify you when you receive a cookie, giving you the chance to decide whether or not to accept it. For some web pages that require authorization, cookies are not optional. Users choosing not to accept cookies may not be able to access those pages. You need to be aware of the use of cookies and make a decision available to you on that basis.

SEVERABILITY

If any provision of these Terms of Use is held to be illegal, invalid, or unenforceable under the present or future laws effective, such provision will be fully severable; these Terms of Use will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of the Terms of Use; and the remaining provisions of these Terms of Use will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from the Terms of Use. Furthermore, instead of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of these Terms of Use a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

NO WAIVER

Any failure by ORNET to strictly enforce any provision of these Terms of Service shall not be considered a waiver of any such provision, and any waiver by ORNET of any breach of these Terms of Use shall not operate as a waiver of any succeeding breach.