

**NC PAIN MANAGEMENT SERVICES CORPORATION
TERMS AND CONDITIONS OF USE**

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

By using this Website, you are signifying your assent to the following Terms and Conditions. If you do not agree to all of these Terms and Conditions of use, do not use this website.

NOTE: NC Pain Management Services Corporation ("NCPMS") may revise and update these Terms and Conditions at anytime. Your continued usage of the NCPMS Health website (the "NCPMS Website," or the "Website,") will mean you accept such changes.

I. THIS WEBSITE DOES NOT PROVIDE MEDICAL ADVICE.

The contents of the NCPMS Website, such as text, graphics, images, information and other material (the "Content") is for informational purposes only. The NCPMS Website was constructed with our patients in mind. Our goal is to serve as a concise and yet complete source of information related to the field of pain management. The Content is not to be taken as the absolute authority on any of these medical subjects. The Content is not intended to be a substitute for professional medical advice, diagnosis or treatment. Users of the NCPMS Website should always seek the advice of a physician or other qualified medical provider with questions regarding any medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the NCPMS Website! If you think you may have a medical emergency, call your medical provider or dial 911 immediately.

The use of the NCPMS Website does not create a doctor-patient relationship between the user and NCPMS.

Clinical information is provided for educational purposes and not as a medical or professional service. Person(s) who are not medical professionals should have clinical information reviewed and interpreted or applied only by the appropriate health professional(s). None of the techniques described on the Website should be attempted by an untrained physician.

NCPMS does not recommend or endorse any specific tests, products, procedures, opinions, or other information that may be mentioned on the Website. Reliance on any information provided by NCPMS, NCPMS employees, others appearing on the Website at the invitation of NCPMS, or other visitors to the Website is solely at your own risk.

The Website may contain health or medical related materials which you find sexually explicit or otherwise offensive. NCPMS, its licensors and its suppliers have no control over and accept no responsibility for such materials. You are solely responsible for compliance with the laws applicable to your country or state of residence.

II. USE OF CONTENT.

NCPMS authorizes you to view, download and/or print one (1) copy of the material on the NCPMS Website solely for your personal, noncommercial use. Any use of the Content not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark, and other applicable laws. The Content is subject to change or termination without notice in the editorial discretion of NCPMS. All rights not expressly granted herein are reserved to NCPMS and its licensors.

If you violate any of these Terms and Conditions, your permission to use the Content automatically terminates and you must immediately destroy any copies you have made of any portion of the Content.

III. LIABILITY OF NCPMS AND ITS LICENSORS.

Every effort has been made by NCPMS to provide accurate, up-to-date information. However, the medical knowledge base is dynamic and errors can occur. By using the information contained herein, the viewer willingly assumes all risks in connection with such use.

When using the NCPMS Website, information will be transmitted over the Internet, a medium which is beyond the control and jurisdiction of NCPMS. Accordingly, NCPMS assumes no liability for or relating to the delay, failure, interruption or corruption of any data or other information transmitted in connection with use of the NCPMS Website.

Warranty Disclaimer: The NCPMS Website and the Content are provided on an "as is" basis. **NCPMS AND ITS LICENSORS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT**

NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. Specifically, NCPMS, its licensors and its suppliers make no representations or warranties about the following:

1. The accuracy, reliability, completeness, currentness or timeliness of the Content, software, text, graphics, links, or communications provided on or through the use of the NCPMS Website or NCPMS.
2. The satisfaction of government regulations requiring disclosure of information on prescription drug products with regard to the Content contained on the NCPMS Website.

In no event shall NCPMS, its licensors or any third parties mentioned on the NCPMS Website be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use the NCPMS Website or the Content whether based on warranty, contract, tort or any other legal theory, and whether or not NCPMS is advised of the possibility of such damages. NCPMS is not liable for any personal injury, including death, caused by your use or misuse of the Website, Content . Any claims arising in connection with your use of the Website, or the Content must be brought within one (1) year of the date of the event giving rise to such action occurred. Remedies under these Terms and Conditions are exclusive and are limited to those expressly provided for in these Terms and Conditions.

IV. USER SUBMISSIONS.

You agree that you will not upload or transmit any communications or content of any type that infringe or violate any rights of any party. By submitting communications or content to any part of this Website, you agree that such submission is non-confidential for all purposes. If you make any such submission, you automatically grant--or warrant that the owner of such content has expressly granted--NCPMS a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display the communication or content in any media or medium, or any form, format or forum now known or hereafter developed. NCPMS may sublicense its rights through multiple tiers of sublicenses.

V. ADVERTISEMENTS AND LINKS TO OTHER WEBSITES.

NCPMS does not endorse the medical information/content on any third party websites. NCPMS is not responsible for the content of linked third-party websites, websites framed within the NCPMS Website, or third party advertisements, and does not make any representations regarding their content or accuracy. Your use of a third-party website is at your own risk and subject to the terms and conditions of use for such sites. NCPMS does not endorse any product or service named on the NCPMS Website.

VI. INDEMNITY.

You agree to defend, indemnify and hold NCPMS, its officers, directors, employees, agents, licensors and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions.

VII. GENERAL.

NCPMS is based in Burlington, North Carolina, in the United States of America. NCPMS makes no claims that the Content is appropriate or may be downloaded outside of the United States. Access to the Content may not be legal by certain persons or in certain countries. If you access the NCPMS Website from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

VIII. JURISDICTION.

These Terms and Conditions shall in all respects be governed by, and construed with, the substantive laws of the United States and the State of North Carolina, without respect to conflict of laws principles. You expressly agree that exclusive jurisdiction for any dispute with NCPMS, or in any dispute related to the use of the NCPMS Website, resides in any state or federal court sitting in Alamance County, North Carolina. You further agree and expressly consent to the exercise of personal jurisdiction in any state or federal court sitting in Alamance County, North Carolina in connection with any such dispute including any claim involving NCPMS or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these

Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

IX. COMPLETE AGREEMENT.

These Terms and Conditions constitute the entire agreement between you and NCPMS with respect to the use of the NCPMS Website, and Content. Your use of the NCPMS Website is also subject to the NCPMS Privacy Policy.