

TERMS OF SERVICE - EMA ONLINE

1. Introduction

Thank you for visiting www.emaonline.com. The Terms of Service are a legally binding agreement ("Agreement") between Emergency Medicine Associates P.A., P.C. ("EMA Online"), the owner of the website and you the User of the Site and Service. By using the Site or any Services provided you agree to be bound by this Agreement and our Privacy Policy. Please be aware that this Agreement contains ARBITRATION PROVISIONS.

2. Definitions

Throughout this Agreement, EMA Online may use certain words or phrases, and it is important that you understand the meaning of them.

"Agreement" refers to the Terms of Service;

"EMA Online" refers to the owner of the Site and Service, "Emergency Medicine Associates P.A., P.C.";

"Service" refers to any services that EMA Online provides through the Site, including the Site itself;

"Site" refers to the website, www.emaonline.com owned by EMA Online;

"User" refers to anyone who uses the Service, including general visitors to the Site;

"You" refers to you, the person who is entering into this Agreement with EMA Online.

This is not an all-encompassing list and no definition should be considered binding to the point that it renders this Agreement nonsensical.

3. Description of Service

EMA Online is a Site dedicated to providing information about EMA to its patients, hospitals, and clinicians looking for employment.

4. Rules of Use

When using the EMA Online Site or any related Service, you are responsible for your actions. In order to access the Site and Service, you agree to the following conditions:

- You must not be in violation of any US laws or ordinances when using or accessing the Site.
- You must be at least 18 years or older to submit any information via the Site.
- You agree not to submit anything that is violent, threatening, pornographic, racist, hateful, or otherwise objectionable according to the opinion of EMA Online.

- You will not Infringe on anyone's intellectual property rights, defame anyone, impersonate anyone, or otherwise violate the rights of a third party.
- You will not Hack, crack, phish, SQL inject, scrape or otherwise compromise the security or integrity of the EMA Online Site, Service, or its Users' computers.
- You will not take any action that imposes, or may impose, an unreasonable or disproportionately large load on the Site infrastructure.
- You agree that you will not hold EMA Online responsible for your use of the Site or Service.
- You agree not to cause, or aid in, the destruction, manipulation, removal, disabling, or impairment of any portion of the Site, including the de-indexing or de-caching of any portion of the Site from a thirty party's website, such as by requesting its removal from a search engine.

EMA Online reserves the right to suspend or terminate your access if you violate these rules or at EMA Online's discretion.

5. Modification of the Service or Site

EMA Online reserves the right to alter, modify, update, or remove the Site or Service or your access to it at any time. EMA Online may conduct such modifications to the Site for security reasons, legal reasons, or various other reasons at its discretion, and EMA Online is not required to explain such modifications. Although EMA Online may change the Site or Service at any time, nothing in this section obligates EMA Online to take measures to update the Site or Service for security, legal or other purposes.

6. Service and Site Availability

EMA Online does not guarantee that the Service or Site will always be available, work, or be accessible at any particular time. Only Users who are eligible to use the Service may do so. EMA Online reserves the right to terminate access for anyone. EMA Online cannot guarantee that the Service will work as advertised, or give you any desired results.

7. Compliance With All Laws and Regulations

EMA Online is not responsible for your violation of any laws while using the Site and Service. Users must comply with all local, US and international laws regarding your use of the Site and Service. The Site and Service is void where prohibited.

8. User Payments

Some Users may be able to access and pay for their medical bills through the Site. Please be aware that all bill access and payments are handled by our third party payment processors. These third party

payment processors host your billing on their own websites and our Site merely acts as a portal for you to access and pay your bill. By using the bill pay system, User's must agree to the terms and conditions of EMA Online's third party payment processors. Please be aware that all billing and payment information will be stored and secured by the payment processor and not EMA Online. For more information regarding bill payment please contact EMA Online at websitefeedback@emaonline.com.

9. Trademarks

"EMA Online," the "EMA" logo and the design and layout of the Site are marks used by Emergency Medicine Associates P.A., P.C., to uniquely identify the Site, Service, and business. You agree not to use this phrase anywhere without EMA Online's prior written consent. Additionally, you agree not to use EMA Online's trade dress, or copy the look and feel of the Site or its design, without EMA Online's prior written consent.

10. Representations and Warranties

EMA ONLINE'S SITE, SITE AND SERVICE ARE OFFERED "AS-IS", INCLUDING ANY ERRORS, BUGS OR OTHER TECHNICAL ISSUES. EMA ONLINE EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED. THE SITE OR SERVICE MAY NOT BE FIT FOR A PARTICULAR PURPOSE AND MAY NOT WORK OR BE APPLICABLE WHERE YOU RESIDE. EMA ONLINE MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE REASONABLE SKILL AND CARE INVESTED IN THE SERVICE, SATISFACTORY QUALITY OF THE SERVICE, TIMELINESS, MERCHANTABILITY OF THE SERVICE OR IT'S NON-INFRINGEMENT. FURTHERMORE, EMA ONLINE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR SERVICE WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE OR THAT THE SERVICE WILL OPERATE ERROR FREE. EMA ONLINE IS NOT OBLIGATED TO PROVIDE YOU ACCESS TO THE SITE AND SERVICE. IN THE EVENT THAT YOU HAVE ANY PROBLEMS WITH THE SITE OR SERVICE, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SITE OR SERVICE.

11. Limitation of Liability

IN NO EVENT SHALL EMA ONLINE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM YOUR USE OF THE SERVICE AND SITE OR ANY INJURIES RESULTING FROM YOUR USE. IN ADDITION, EMA ONLINE IS NOT RESPONSIBLE FOR ANY INTERRUPTION, MISINFORMATION, INCOMPLETE INFORMATION, OR CESSATION OF TRANSMISSION TO OR FROM THE SITE TO YOU OR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. IN THE EVENT THAT YOUR JURISDICTION DOES NOT ALLOW SUCH LIMITATION STATEMENTS, YOU AGREE THAT EMA ONLINE'S TOTAL LIABILITY TO YOU IS NO MORE THAN 100 USD.

For Jurisdictions that do not allow EMA Online to limit it's liability: Notwithstanding any provision of this Agreement, if your jurisdiction has provisions specific to waiver or liability that conflict with the above then EMA Online's liability is limited to the smallest extent possible by law. Specifically, in those jurisdictions not allowed, EMA Online does not disclaim liability for: (a) death or personal injury caused by its negligence or that of any of

its officers, employees or agents; or (b) fraudulent misrepresentation; or (c) any liability which it is not lawful to exclude either now or in the future.

12. Release

YOU HEREBY AGREE TO RELEASE EMA ONLINE FROM ANY LIABILITY OR DAMAGES RELATED TO YOUR USE OF THE SITE OR SERVICE. IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE THEN THE FOLLOWING APPLIES. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED RELEASE.

13. Indemnity

You agree to defend, indemnify and hold harmless EMA Online, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- your use of and access to the EMA Online Site and Service;
- your violation of any term of these Terms of Service;
- your violation of any third party right, including without limitation any copyright, property, or privacy right

This defense and indemnification obligation will survive this Agreement and your use of the EMA Online Service. You also agree that you have a duty to defend EMA Online against such claims and EMA Online may require you to pay for an attorney(s) of EMA Online's choice in such cases. You agree that this indemnity extends to requiring you to pay for EMA Online's reasonable attorneys' fees, court costs, and disbursements. In the event of a claim such as the one described in this paragraph, EMA Online may elect to settle with the party/parties making the claim and you shall be liable for the damages as though EMA Online had proceeded with a trial.

14. Copyright Takedown Notice

EMA Online takes copyright infringement very seriously and intends to comply with the Digital Millennium Copyright Act and other relevant laws both federal and international. If you believe that your copyright has been infringed, please send EMA Online a message which contains:

- Your name.
- The name of the party whose copyright has been infringed, if different from your name.

- The name and description of the work that is being infringed.
- The location on the Site of the infringing copy.
- A statement that you have a good faith belief that use of the copyrighted work described above is not authorized by the copyright owner (or by a third party who is legally entitled to do so on behalf of the copyright owner) and is not otherwise permitted by law.
- A statement that you swear, under penalty of perjury, that the information contained in this notification is accurate and that you are the copyright owner or have an exclusive right in law to bring infringement proceedings with respect to its use.

You must sign this notification and send it to EMA Online's copyright agent at: websitefeedback@emaonline.com.

15. Choice of Law

This Agreement shall be governed by the laws in force in the State of Maryland. The offer and acceptance of this contract is deemed to have occurred in the State of Maryland.

16. Arbitration

Any dispute relating in any way to your visit to the Site or use of the Services shall be submitted to confidential arbitration in Montgomery County, Maryland, except that to the extent you have in any manner violated or threatened to violate EMA Online's intellectual property rights, EMA Online may seek injunctive or other appropriate relief in any state or federal court in the State of Maryland. You hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of Maryland. Arbitration under this Agreement shall be conducted pursuant to the AAA Rules then prevailing at the American Arbitration Association. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. Each party shall be responsible for their own arbitration fees and costs. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class action proceedings or otherwise. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. In the event that the law does not permit the abovementioned dispute to be resolved through arbitration, you agree that any actions shall be brought solely in a court of competent jurisdiction located within or nearest to Montgomery County, Maryland. The prevailing party in any such action shall be entitled to their reasonable attorneys' fees and costs.

17. Force Majeure

You agree that EMA Online is not responsible to you for anything that EMA Online may otherwise be responsible for, if it is the result of events beyond its control, including, but not limited to, acts of God,

war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, unavailability of payment processors, failure or shortage of infrastructure, shortage of materials, or any other event beyond control.

18. Severability

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it.

If two or more provisions of this Agreement are deemed to conflict with each other's operation, EMA Online shall have the sole right to elect which provision remains in force.

19. Non-Waiver

EMA Online reserves all rights afforded to it under this Agreement as well as under the provisions of any applicable law. EMA Online's non-enforcement of any particular provision or provisions of this Agreement or any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

20. Termination & Cancellation

EMA Online may terminate or suspend the Site and Service without notice. If you wish to terminate this Agreement, you are solely responsible for contacting us and notifying us of your desire to terminate this Agreement. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

21. Assignment of Rights

You may not assign your rights and/or obligations under this Agreement to any other party without prior written consent from EMA Online. EMA Online may assign its rights and/or obligations under this Agreement to any other party at our discretion.

22. Amendments

EMA Online may amend this Agreement from time to time. When EMA Online amends this Agreement, EMA Online will update this page accordingly. You must read this page each time that you use the Service, and your continued use of our Service shall constitute your acceptance of any such amendments.

23. California Users and Residents

Pursuant to *California Civil Code* Section 1789.3, any questions about pricing, complaints, or inquiries about EMA Online must be addressed to our agent for notice and sent via certified mail to that agent. For our agent's most current contact information, please send a request to websitefeedback@emaonline.com.

Lastly, California Users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

24. Electronic Communications

The communications between you and EMA Online use electronic means, whether you visit the Site or Service or send EMA Online e-mails, or whether EMA Online posts notices on the Site or Service or communications with you via e-mail. For contractual purposes, you (1) consent to receive communications from EMA Online in an electronic form; and (2) agree that all terms, conditions, agreements, notices, disclosures, and other communications that EMA Online provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

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