

Effective Date: 6/15/2013

The Professional Television Network, LLC owns and operates the Healthcasts website located at <http://www.myhealthcasts.com> (the "Website"). This Terms of Use Agreement ("Agreement") informs visitors of the rules and policies that govern the Website. We use the term "visitors" to include both registered users of the Website and any other person that accesses the Website at any point for any amount of time, unless designated otherwise. Visitors are expected to follow any posted guidelines or rules, including this Agreement.

Please carefully read this Agreement, which applies to your access to and use of the Website. We may update this Agreement from time to time without notice. Any changes in our terms of use will be incorporated into a revised Agreement that we will post on the Website. All visitors have the obligation to review changes to this Agreement. Unless otherwise specified, such changes shall be effective when they are posted. Your access or use of the Website constitutes your agreement to be bound by this Agreement, including any changes that exist when you re-access the Website. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, OR ANY POSTED GUIDELINES OR RULES, THEN DO NOT USE THE WEBSITE.

To participate in activities on the Website, we may request that you submit certain personally identifiable information about yourself ("Personal Information"). We may also gather certain types of non-personal information about your visit to protect the security of Website visitors or the Website or to make the content of the Website more useful and enjoyable for all our visitors. All information gathered from visitors by the Website will be governed by our Privacy Policy, which is incorporated in this Terms of Use Agreement by reference. Our Privacy Policy is available by clicking [here](#). If there is a conflict between the terms of this Agreement and our Privacy Policy, the terms of the Privacy Policy will prevail. Please carefully review our Privacy Policy to understand our collection, use, and disclosure practices.

Visitors are responsible for providing accurate, timely, and complete information to us and our operational providers, agents, and affiliates in connection with a visitor's participation and/or use of the Website. Your participation in the Website's activities may be canceled without notice if, at any time, we discover that you provide false information or violate any term of this Agreement or our Privacy Policy. The Website and Professional Television Network are not liable or responsible for any claims relating to any inaccurate, untimely, false, or incomplete information provided to us or resulting from a visitor's failure to fully comply with any provision of this Agreement. If necessary, and in accordance with applicable law, the Website and Professional Television Network will cooperate with local, state, and/or federal authorities to protect the Website or Professional Television Network or to prevent unauthorized use of the Website or any content included on the Website.

### **Content for Health Education Purposes Only**

All health education content, including videos and any associated information provided or made available by Professional Television Network through this Website (collectively "Health Content") is for informational purposes only. The Health Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. You acknowledge and agree that Professional Television Network (a) has not represented that the Health Content may be used to diagnose

disease, prescribe treatment or perform any other tasks that constitute the practice of medicine; and (b) makes no warranty as to the nature, accuracy, reliability, currentness, completeness or quality of the Health Content.

You may have the opportunity to ask health-related questions through the Website. If you submit a question, Professional Television Network may choose, in its sole discretion, to create Health Content to answer your question. This Health Content may be sent to you and/or posted on the Website. Health Content, even in response to your specific question, is not medical advice. Rather, it represents answers to common questions about certain medical conditions, is based on typical cases, and is not tailored to your health condition or situation. Your ability to ask medical questions, which you believe may be specific to you or your condition, through the Website does not create a treatment relationship between you and any health care provider working for Professional Television Network. This is true even if Professional Television Network chooses to create Health Content to answer your questions and does not make this Health Content generally available on the Website.

Please note that any information you submit is not being submitted to a health care professional, and this information will not be subject to federal or state health privacy laws, such as the Health Information Portability and Accountability Act ("HIPAA"). Information you submit will be treated in accordance with our privacy policy, which can be viewed by clicking [here](#).

Always seek the advice of a qualified health care provider if you have any questions regarding a medical condition. Do not disregard professional medical advice or delay seeking medical advice because of something you saw or read in Health Content. If you think you may have a medical emergency, call your health care provider or 911 immediately. Professional Television Network does not recommend or endorse any specific tests, health care providers, products, procedures, opinions, or other information that may be mentioned in the Health Content. Reliance on any Health Content or the clinician(s) providing or appearing in any Health Content is solely at your own risk.

## **Registration and Participation**

Registration with the Website may be required in order to access certain services, including, without limitation, the creation of a user profile or participation in certain interactive features of the Website. Your registration information will be handled by us in accordance with our Privacy Policy, which you should review prior to registering with us.

Visitors may be required to select a password in order to register. You are responsible for maintaining the confidentiality of your password and any membership account information. You agree to immediately notify us of any unauthorized use of your password or other membership account information and further agree to indemnify and hold the Website and Professional Television Network harmless for any improper or illegal use of your password.

We encourage you to keep us informed about any changes in your personal contact and e-mail information if you have registered with the Website. You may change, update, or delete certain information in your profile by contacting us. If your e-mail address is canceled, or becomes inactive or inaccessible for an extended period of time, we may cancel your registration and delete all or part of your user profile, to the extent allowed by law and in accordance with our security measures. We also reserve the right to suspend or terminate your registration if you violate any provision of this

Agreement or our Privacy Policy, or for any other behavior that we, in our sole discretion, believe is inappropriate.

### **Physician Landing Pages**

Some physicians may create personalized pages on the Website (“Physician Landing Pages”). These Physician Landing Pages may contain Health Content selected by the physician and other information provided by the physician. We make no warranty as to the nature, accuracy, reliability, currentness, completeness or quality of any information provided on a Physician Landing Page, including any Health Content the physician chooses to have on that page. The fact that a physician has a Physician Landing Page does not in any way suggest that Professional Television Network is affiliated or associated with, or otherwise recommends, certifies, or endorses that physician or his or her services.

### **Restrictions on Visitors’ Use of Website Content**

The Website contains materials supplied by the Website, Professional Television Network, and the Website’s visitors, as well as other sources, and is protected by copyrights, trademarks, servicemarks, patents, trade secrets, or other proprietary rights and laws. Except as expressly authorized by the Website, you may not modify, copy, reproduce, republish, upload, post, transmit, distribute, sell, license, rent, publicly display or perform, edit, adapt or create a derivative work of, in any manner, any material, User Content (as defined below), or design elements obtained from this site, including code and software (“Material”). Notwithstanding the above, you may print or download the Material from the Website only for personal or non-commercial use, provided that you do not republish the Material and keep intact all copyright, trademarks, servicemarks, attributions, patent, and other proprietary notices.

Use of the Material for any purpose not expressly permitted in this Agreement is prohibited. As noted above, reproduction, copying, or redistribution for commercial purposes of the Material on the Website is strictly prohibited without the express written permission of Professional Television Network.

By using the Website, you represent and warrant that you are the owner or otherwise have the right to provide any information, including postings or materials (including pre-existing materials) and any comments or question submitted, posted, or transmitted through the Website (“User Content”). In consideration of the Website accepting User Content, you hereby grant to the Website and Professional Television Network an irrevocable, transferable, paid up, royalty-free, perpetual, non-exclusive worldwide sub-licensable license to use, copy, print, display, modify, edit, remove, publicly perform, translate, and create derivative works from and distribute or otherwise use and reproduce User Content on the Website and in all forms of media now known or hereafter and in connection with the advertising, marketing, or promotion of any or all of the foregoing, throughout the world in all forms of media now known or hereafter invented in perpetuity (collectively the “Uses”) and the right to, in Professional Television Network’s sole option and discretion, attribute such User Content to the visitor submitting the User Content. In consideration of submitting User Content, you consent to the Uses of the User Content without further consideration, compensation, attribution, notification, or

other additional consideration. You also agree to indemnify and hold the Website and Professional Television Network harmless from any claim or demand, including reasonable attorney fees, made by any party arising out of the Uses of the User Content that you submit on the Website. You waive any rights you may have in having the User Content edited, altered, or changed in any manner not acceptable to you.

### **Non-Endorsement of User Content**

Professional Television Network is not responsible for the content of any User Content submitted or posted by Website visitors to any features publicly viewable on the Website, such as blogs, message boards, or other interactive content, nor do we guarantee the truthfulness, accuracy, or validity of any User Content. The opinions expressed in User Content reflect solely the opinions of the users and may not reflect the opinions of Professional Television Network. Any action you take or do not take based upon User Content, including, but not limited to, medical, investment, trading, employment, or other decisions, is done at your own risk. Under no circumstances will the Website or Professional Television Network be liable for any loss or damage caused by your reliance on User Content obtained through the Website.

By submitting User Content, you agree that such submission is non-confidential for all purposes and that any inclusion of personally identifiable information, such as name, photograph, or other information in such User Content may allow others to identify you. We reserve the right (but assume no obligation) to monitor any submissions or postings and delete, move, or edit any User Content that we consider inappropriate or unacceptable for any reason. You shall not submit any User Content that infringes or violates any right of any party, including communications that contain profanity, are defamatory, harassing, threatening, inflammatory, obscene, pornographic, invasive of privacy, illegal or otherwise encourages illegal activity, would violate the rights of others, or give rise to liability. If we choose to moderate any portion of the Website, we may review User Content for relevance, topicality, and appropriateness, and we may withhold or remove User Content for any reason, within our sole discretion. You acknowledge and agree that Professional Television Network has the right (but not the obligation) to monitor all User Content; alter or remove any User Content; and to reasonably disclose User Content and the circumstances surrounding its transmission to any third party for legitimate business purposes, to protect ourselves, and to comply with legal obligations or governmental requests. The exercise of these rights shall not create an obligation for the Website or the Professional Television Network to monitor, screen, or edit User Content on this Website in any way.

### **DMCA Copyright Infringement Claim Policy**

If you believe in good faith that materials we host infringe on your copyright, you (or your agent) may send us a notice, in accordance with the requirements set forth in the Digital Millennium Copyright Act of 1998 ("DMCA"), requesting that we remove or block access to the infringing material, which shall include the following information:

- an electronic or physical signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;

- identification of the copyrighted work claimed to have been infringed;
- a description of where the material that you claim is infringing is located on the Website;
- your address, telephone number, and e-mail address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

If you believe in good faith that someone has wrongfully filed a notice of copyright infringement against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the current statutory requirements imposed by the DMCA. See <http://www.loc.gov/copyright> for more information.

Notices and counter-notices should be sent to:

Professional Television Network, LLC  
747 3<sup>rd</sup> Ave, 14<sup>th</sup> Floor  
New York, NY 10017

If the Website receives more than one Notice of Copyright Infringement concerning a user, the user may be deemed a “repeat copyright infringer.” The Website reserves the right to terminate the accounts of “repeat copyright infringers.”

Material on this server may include inaccuracies or typographical errors. We have the right to make changes and update any information contained on this server without prior notice.

### **E-mail**

E-mail is an important communication method for our online visitors. The person in whose name the e-mail account is registered should generate all e-mail sent to us. E-mail users shall not mask their identity by using a false name or another person's name or account. We will use your e-mail address and the content of any e-mail to correspond with and respond to you. Any non-personal information you provide to us by e-mail—including, but not limited to, feedback, data, answers, questions, comments, suggestions, plans, ideas or the like—shall be deemed to be non-confidential, and we assume no obligation to protect such non-personal information contained in the e-mail from disclosure.

The submission of non-personal information to us shall in no way prevent the purchase, manufacture, or use of similar products, services, plans, and ideas or the like by the Website or Professional Television Network for any purpose, and the Website and Professional Television Network shall be free to reproduce, use, disclose, and distribute such information to others without liability or restriction. Any Personal Information transmitted with an e-mail, such as the sender's name, e-mail address, or home address, will be protected in accordance with the policies set forth in our Privacy Policy.

### **Third Party Links**

The Website contains links and pointers to other websites and resources on the Internet controlled by third parties. These links are provided solely as a convenience to our visitors and do not constitute an endorsement by the Website or the Professional Television Network of any third party resources or content. Links do not imply that the Website sponsors, is affiliated or associated with, or otherwise recommends, certifies, or endorses the third party link or website. Any concerns regarding external links or websites should be directed to the respective website administrator or system operator. The Website reserves the right, in its sole discretion, to terminate links with any third parties or other websites deemed inappropriate or inconsistent with the Website. The Website and the Professional Television Network make no representations about the content, functionality, or practices of such third party websites and resources, and disclaim any and all warranties, express or implied, with respect thereto.

### **Privacy**

Personal information you provide to us is subject to our Privacy Policy, as updated from time to time.

### **Security Measures**

Please review our Privacy Policy for information on the Website's security measures and the protection of your Personal Information.

### **DISCLAIMER OF WARRANTIES**

THE INFORMATION ON THE WEBSITE IS PROVIDED "AS IS." PROFESSIONAL TELEVISION NETWORK DOES NOT WARRANT, EITHER EXPRESSLY OR BY IMPLICATION, THE ACCURACY OF ANY MATERIALS OR INFORMATION PROVIDED ON THE WEBSITE OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ALTHOUGH THE INFORMATION PROVIDED TO VISITORS ON THE WEBSITE IS OBTAINED OR COMPILED FROM SOURCES WE BELIEVE TO BE RELIABLE, THE WEBSITE AND PROFESSIONAL TELEVISION NETWORK CANNOT AND DOES NOT GUARANTEE THE ACCURACY, VALIDITY, TIMELINESS, OR COMPLETENESS OF ANY INFORMATION OR DATA MADE AVAILABLE TO VISITORS OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE. NEITHER THE WEBSITE NOR PROFESSIONAL TELEVISION NETWORK ARE LIABLE OR SHALL HAVE RESPONSIBILITY OF ANY KIND TO ANY VISITOR FOR ANY LOSS OR DAMAGE THAT A VISITOR INCURS IN THE EVENT OF (I) ANY FAILURE OR INTERRUPTION OF THIS WEBSITE; (II) ANY ACT OR OMISSION OF ANY THIRD PARTY INVOLVED IN MAKING THE WEBSITE OR THE DATA CONTAINED HEREIN AVAILABLE TO VISITORS; (III) ANY OTHER CAUSE RELATING TO A VISITOR'S ACCESS OR USE, OR INABILITY TO ACCESS OR USE,

ANY PORTION OF THE WEBSITE OR MATERIALS ON THE WEBSITE; (IV) ANY VISITOR'S INTERACTION OR SUBMISSIONS ON THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, RÉSUMÉ OR EMPLOYMENT SUBMISSIONS OR DIALOGUE BETWEEN HOSTS; OR (V) FROM ANY VISITOR'S FAILURE TO COMPLY WITH THIS AGREEMENT, WHETHER OR NOT THE CIRCUMSTANCES GIVING RISE TO SUCH CAUSE MAY HAVE BEEN WITHIN THE CONTROL OF THE WEBSITE OR OF ANY VENDOR PROVIDING SOFTWARE, SERVICES, OR SUPPORT. IN NO EVENT WILL THE WEBSITE OR PROFESSIONAL TELEVISION NETWORK BE LIABLE TO ANY VISITOR FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR ANY OTHER LOSS OR DAMAGES OF ANY KIND EVEN IF THE WEBSITE OR ANY OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. PLEASE BE ADVISED THAT ONCE YOU LEAVE THE WEBSITE, YOUR USE OF THE INTERNET WILL BE GOVERNED BY THE TERMS OF USAGE AGREEMENTS AND PRIVACY POLICIES, IF ANY, OF THE PARTICULAR WEBSITE THAT YOU ARE ACCESSING, INCLUDING THOSE OF OUR OPERATIONAL PROVIDERS, SPONSORS, AND PROMOTIONAL PARTNERS. THE WEBSITE AND PROFESSIONAL TELEVISION NETWORK WILL NOT BE RESPONSIBLE OR LIABLE FOR THE CONTENT, ACTIVITIES, OR PRIVACY PRACTICES OF THE OTHER WEBSITES, OR ANY LOSS OR DAMAGE THAT COULD RESULT FROM LEAVING THE WEBSITE.

### **Indemnification**

You agree to indemnify, defend, and hold the Website and Professional Television Network and their directors, officers, employees, consultants, agents, and other representatives harmless from and against any and all claims, damages, losses, costs (including reasonable attorney fees), and other expenses that arise directly or indirectly out of or from (a) your breach of this Agreement; (b) any allegation that any content or other materials you submit to us or transmit to the Website infringe or otherwise violate the copyright, trademark, trade secret, or other intellectual property or other rights of any third party; and/or (c) your activities in connection with the Website.

### **Severability**

If any provision or portion of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and will remain in effect, to the fullest degree consistent with the intent of this document.

### **Choice of Law and Forum**

The Website is originated and located in the United States, and this Agreement shall be governed by and construed in accordance with the laws of the state of New York, excluding its conflicts of law rules. Any dispute arising out of or relating to this Agreement or your access or use of the Website will be subject to the exclusive jurisdiction of the courts located within the state of New York, and you hereby submit to the personal jurisdiction of such courts. If any provision in this Agreement is held invalid or unenforceable, that provision shall be construed in a manner consistent with applicable law

to reflect the original intent of the provision, and the remaining provisions of this Agreement shall remain in full force and effect.

### **Modifications to this Agreement**

We may modify this Agreement at any time and in any way with or without notice to you by updating this Agreement. Your use of the Website is subject to any such revisions and you should periodically visit this page to review the current Agreement that apply to your use of the Website. Your continued access to or use of the Website and/or any services offered through it shall be your conclusive acceptance of this Agreement, including any modifications.