

DWA Healthcare Communications Group, Inc.

Terms of Use

Effective March 1, 2020

These Terms of Use (the “Terms”) apply to websites (each, a “Website”) operated by or for the following entities (collectively referred to herein as “DWA”, “us,” “we” and “our”):

- Forefront Collaborative, Inc.
- Avant Healthcare Marketing, Inc.
- Avant Healthcare Solutions, Inc.
- AVAIL Services, Inc.
- DWA Healthcare Communications Group, Inc.

By accessing the Website, you indicate that you have read, understand and agree to these Terms of Use (the “Terms”), as well as our [Privacy Policy](https://dwahcg.com/dwaprivacy/dwaprivacypolicy.pdf) [https://dwahcg.com/dwaprivacy/dwaprivacypolicy.pdf]. DWA’s use of your information is governed at all times by the Privacy Policy, which is incorporated into these Terms. You understand that through your use of the Website, you consent to the collection and use of your information as set forth in the Privacy Policy.

Please note, there may be additional terms and conditions associated with certain products and services that we provide or that you can purchase through the Website; these Terms are general in scope and are superseded by the more specific terms and conditions for those products, services and purchases.

**PLEASE READ THE FOLLOWING CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.**

If you do not agree with the Terms, you should exit the Website immediately.

We may modify these Terms from time to time, in our sole discretion. All revisions shall be effective upon posting, unless otherwise noted. You agree to be bound by any changes to the Terms when you use the Website after any such revision is posted. Please review the Terms periodically, as it is your responsibility to abide by the current Terms at all times.

**The Website is not directed to children, and children under the age of thirteen (13) are not authorized to use the Website.** If, in the future, we decide to direct the Website or portions thereof to children under thirteen (13), we will do so in compliance with the Children’s Online Privacy Protection Act of 1998 (15 U.S.C. 6501 et seq.) including, without limitation, obtaining necessary parental consent.

## **Purpose of Website**

The Website may be used only for lawful purposes. You agree not to use the Website for any unlawful or prohibited purpose. Appropriate legal action may be taken by DWA for any illegal or unauthorized use of the Website.

The Website provides general information about DWA's services and allows registered users to sign up for selected services and products.

Despite our best efforts to provide accurate information, it is not possible to completely ensure that information on the Website is correct at all times. DWA assumes no responsibility for any incorrect information or inappropriate content or conduct that is posted or occurs on the Website.

If you become aware of misuse of the Website, please contact us directly at [privacy@dwahcg.com](mailto:privacy@dwahcg.com)

## **Intellectual Property**

The Website design and all text, graphics, logos, icons, the selection and arrangement of these elements, and all software and content posted on the Website are the property of DWA or its licensors, and are protected by U.S. and international intellectual property laws, including, but not limited to copyright. You may not copy, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to DWA or our licensors without obtaining prior written consent. Please contact us at [privacy@dwahcg.com](mailto:privacy@dwahcg.com) with any inquiries, permission requests, or to report suspected copyright infringement.

If you believe your proprietary work has been copied and/or posted on the Website in a way that constitutes copyright infringement, please provide us with the following information:

- (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (ii) a description of the copyrighted work that you claim has been infringed;
- (iii) a description of where the material that you claim is infringing is located on the Website;
- (iv) your address, telephone number, and email address;
- (v) a written 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
- (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

## **License**

For the limited purpose of your use of the Website, we grant you a limited, revocable, personal and non-transferable license to use the Website for your personal, lawful business purposes, in strict accordance with the Terms, and for no other purpose. DWA reserves the right in its sole discretion to terminate your account and restrict your use of all or any part of the Website for any reason or no reason, without notice, and without liability to you or anyone else. DWA also reserves the right to block users from certain Internet Protocol addresses and prevent access to the Website.

## **Links to Third-Party Sites**

This Website may contain links to third party sites not controlled by or related to DWA. We do not sponsor or endorse those third party sites, and you may access those third party sites through the links at your own risk. DWA has not reviewed their content, and is not responsible for the content of any third party sites. Please review the terms of use and privacy policies for any third-party site that you may visit through a link on this Website.

## **Your Representations and Warranties**

You represent and warrant that: (i) you are over the age of thirteen (13); (ii) if over the age of thirteen (13) but under eighteen (18), you have the permission of your parent or guardian to use the Website; (iii) you will not use the Website for unacceptable or illegal purposes; and (iv) the information you provide through the Website will be true, complete and correct and you will update all information as it changes.

## **Information You Provide**

You are solely responsible for any and all information you provide and materials you upload to the Website. You represent and warrant that any information and materials that you provide are factually accurate, and do not violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any third party, and are not unlawful, fraudulent, obscene or otherwise objectionable.

We are under no obligation to monitor or modify the content of the Website and assume no responsibility for any inappropriate content or conduct that is posted or occurs on the Website. We do not control or endorse any content posted on the Website by third parties, and specifically disclaim any liability with respect to submissions, postings and actions of third parties using the Website.

When you register and open an account through the Website, you will designate a username and password. You are solely responsible for choosing and maintaining the confidentiality of the user name and password, and you are solely responsible for all activities and purchases made through your account. You must notify us immediately if you experience or suspect any unauthorized access to or use of your account or any other breach of security. We reserve the right to take any and all action, as we deem

necessary to ensure the security of the Website and our customer accounts, including but not limited to terminating access, closing accounts, or requesting additional authentication information before processing transactions. However, in no event will DWA be liable to you for any liabilities or damages resulting from or arising out of (i) any unauthorized access to or use of your account or password, or (ii) any action or inaction of DWA under this section.

## **Disclaimer of Warranties**

THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. DWA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE OPERATION OR CONTENT OF THE WEBSITE, UNLESS OTHERWISE SPECIFIED IN WRITING. TO THE FULL EXTENT PERMITTED BY LAW, DWA HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE WEBSITE AND ITS CONTENTS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

You acknowledge and agree that you will access and use the Website at your own risk. DWA is not responsible for any incorrect or inaccurate submissions or postings on the Website, whether caused by us, other users of the Website or by any of the equipment or programming used in or associated with the Website. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any user communication. We are not responsible for any problems or technical malfunction of any communication network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or high traffic on the Internet or any combination thereof, including any injury or damage to your or to any person's computer related to or resulting from participation or downloading materials in connection with the Website.

## **Limitation of Liability**

DWA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE ACCESS OR USE OF THE WEBSITE OR THE INABILITY TO ACCESS OR USE THE WEBSITE, EVEN IF DWA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY APPLIES TO ALL DAMAGES OF ANY KIND, WHETHER IN CONTRACT OR TORT.

IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF DWA UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

YOU ACKNOWLEDGE AND AGREE THAT EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY OR EXCLUSION OF DAMAGES IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND DWA, AND THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## **Indemnification**

You hereby agree to indemnify, defend and hold DWA, its officers, directors, employees, agents, partners and contractors, harmless from any loss, liability, damages, claims or demands (including court costs and reasonable attorneys' fees, including in connection with enforcing this indemnification clause) made by any third party due to or arising out of your use of the Website, your violation of the Terms, or any breach of your representations and warranties set forth herein.

## **Severability**

If any provision of these Terms is held invalid, unlawful, void or unenforceable, then that provision is deemed severable from these Terms and the remaining provisions shall remain valid and enforceable.

## **Entire Agreement**

The Terms and the Privacy Policy referenced herein form the entire agreement between you and DWA with respect to the Website. The Terms supersede all prior or contemporaneous communications between you and DWA concerning any matters set forth herein.

## **Validity of Terms**

A printed version of the Terms and any notices given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to the Terms to the same extent and subject to the same conditions as other business documents originally in printed form.

## **Governing Law; Miscellaneous Legal Terms**

The Terms are governed by the laws of the State of Indiana, without giving effect to any principles of conflicts of laws. Use of the Website is unauthorized in any jurisdiction that does not give effect to the Terms, including this paragraph. Neither the course of conduct nor course of dealing between the parties nor trade practice shall act to modify any provision of these Terms. DWA may assign its rights and duties under these Terms to any party at any time without notice to you. Your rights and duties under these Terms

are not assignable by you without DWA's written consent. These Terms do not provide any third party with any remedy, claim, or right of reimbursement.

BY USING THE WEBSITE, I ACKNOWLEDGE THAT I HAVE READ THE TERMS OF USE IN ITS ENTIRETY, AND THAT I UNDERSTAND AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.