

Terms of Service

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS SITE

1. ACCEPTANCE OF TERMS

Welcome to EMCME.com, (the "Site"). The Site is owned and operated by the EMCME, 29 Broadway, 26th Floor, New York, NY, USA ("EMCME"). The Site and contents are designed to comply with U.S. laws and regulations. The Terms of Service Agreement (the "Agreement") includes any posted guidelines or rules applicable to particular Content or Services (as defined below). You can review the most current version of the Agreement at any time at <http://www.EMCME.com>. By using the Site, you: (i) agree to be bound by the Agreement; (ii) represent and warrant that you are at least eighteen (18) years old; and (iii) represent and warrant that you have the legal authority to accept the Agreement. If you do not agree with the Agreement, you are not authorized to use the Site. The Agreement governs your use of the Site including, without limitation, all content such as text, information, images, EMCME online community, software and other information, services and materials (collectively, the "Content") made available to you or by you through this Site by EMCME and/or third parties.

2. CONTENT AND SERVICES

The Site may provide certain Content (including, without limitation, documents, photographs, marketing materials, text, graphics, videos, and images) and services that EMCME may change or update from time to time (the "Services"). All intellectual property rights in the Content (including copyrights, trademarks, trade secrets and patents) are the property of EMCME unless indicated otherwise. The Content and Services offered on the Site are provided solely to enable Participants to provide information on topics of interest.

3. GENERAL DISCLAIMERS AND LIMITATION OF LIABILITY

THE CONTENT AND SERVICES ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OR TRADE. IN NO EVENT SHALL EMCME, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS BE LIABLE TO YOU OR ANY OTHER ENTITY FOR ANY AND ALL DAMAGES INCLUDING BUT NOT LIMITED TO DIRECT, COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND LOSS OF BUSINESS OPPORTUNITIES) ARISING OUT OF OR RELATING TO (1) THE USE OF OR INABILITY TO USE THE CONTENT OR SERVICES, OR (2) RELIANCE ON THE CONTENT AND SERVICES; OR (3) ERRORS, INACCURACIES, OMISSIONS, DEFECTS, UNTIMELINESS, SECURITY BREACHES, OR (4) INFORMATION COMMUNICATED THROUGH BLOGS OR MESSAGE BOARDS OR (5) THE SATISFACTION OF ANY GOVERNMENT REGULATION REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION OR "OFF-LABEL" DRUG PRODUCTS WITH REGARD TO THE INFORMATION CONTAINED WITHIN THE SITE OR (6) ANY OTHER MATTER RELATING TO THE CONTENT, SERVICES, OR SITE. THE FOREGOING SHALL APPLY REGARDLESS OF WHETHER EMCME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EMCME ALSO MAKES NO REPRESENTATIONS OR WARRANTIES THAT YOUR ACCESS TO AND USE OF THE SITE OR CONTENT (1) WILL BE UNINTERRUPTED OR ERROR-FREE, (2) IS FREE OF VIRUSES, UNAUTHORIZED CODE, OR OTHER HARMFUL COMPONENTS, (3) IS SECURE, OR (4) WILL MEET YOUR SATISFACTION. EMCME EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACTIONS OF ANY PARTICIPANT OR OTHER USER WHO USES THE SITE. Because some jurisdictions may not permit each of these disclaimers and limitations, the above limitation may not apply to you.

4. INDEMNITY

You agree to defend, indemnify and hold EMCME, directors, officers, employees, and agents harmless against any losses, expenses, costs or damages (including EMCME's reasonable attorneys' fees, expert fees and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to (1) your breach of this Agreement, (2) your unauthorized or unlawful use of the Site and the Content, and (3) the unauthorized or unlawful use of the Site by any other person using your ID.

5. COOPERATION WITH GOVERNMENT AUTHORITIES

If necessary and in accordance with applicable law, EMCME will cooperate with local, state, and federal government authorities.

6. DIGITAL MILLENNIUM COPYRIGHT ACT

Pursuant to the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512(c)(2), EMCME' designated agent for notice of alleged copyright infringement in connection with the Site is sarah.manley@emcme.com. To file a notice of infringement with EMCME, the requirements specified in Title II of the Digital Millennium Copyright Act of 1998 must be fulfilled. The text of this statute can be found at the U.S. Copyright Office web site, located at <http://www.copyright.gov>.

7. LINKS TO OTHER SITES

The linked sites are not under the control of EMCME and EMCME is not responsible for nor does it certify the content of any linked site or any link contained in a non-affiliated linked site. EMCME reserves the right to terminate any link or linking program at any time. EMCME has selected the links for your convenience. The selection or omission of links is not intended to endorse any particular companies or products. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk.

8. APPLICABLE LAWS

This Site is controlled by EMCME from its offices within the State of New York. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Content in violation of United States export laws or regulations. Any claim relating to the Site must be filed within one year after such claim or cause of action arose and shall be governed by the internal substantive laws of the State of New York without regard to its conflicts of laws provisions. Venue with respect to any dispute between the users and EMCME will rest exclusively in the state or federal courts located in New York, New York.

9. DISPUTE RESOLUTION

Any dispute between EMCME and you arising out of this Agreement shall be resolved first by direct communication with one or more of EMCME's Advisory Board members. Should EMCME and You be unable to resolve the dispute by communication and both you and EMCME jointly agree to do so, EMCME or you may submit any dispute arising out of or relating to this Agreement, or the breach thereof, to final and binding arbitration administered by the American Arbitration Association nearest the place of EMCME's headquarters and pursuant to New York law. The arbitrator shall fully implement the intent and purposes of this Agreement and indemnify non-breaching parties for and hold them harmless from all losses, costs, and expenses (including costs of arbitration and reasonable attorneys' fees) resulting from any breach or from defending against any allegations of a breach determined to be unfounded.

10. ENTIRE AGREEMENT

This Agreement, including the Privacy Policy, and any other EMCME policy which is incorporated herein by this reference, contains the entire agreement between you and EMCME relating to the

subject matter hereof, and supersedes any other oral or written communications relating thereto. EMCME reserves the right to make changes to this Agreement at any time without advance notice. EMCME agrees to post all amended forms of this Agreement on the Site and such amended forms shall be effective immediately upon its posting. It is at all times your responsibility to read the most current form of this Agreement before using the Site to ensure that you agree to the terms and conditions of any amendments made to this Agreement. You agree that these standards for notice of amendments to this Agreement are reasonable.

11. TERMINATION

Your right to access and use the Site and/or Content immediately terminates without further notice upon your breach of this Agreement. EMCME may terminate this Agreement and/or your right to use the Site at any time, with or without cause. EMCME reserves the right to discontinue or make changes to the Site and/or Content at any time.

12. NOTICE

EMCME may deliver notice to you under this Agreement by means of electronic mail, a general notice on <http://www.EMCME.com>, or by written communication delivered by first class U.S. mail to your address on record in EMCME's account information. You may give notice to EMCME at any time via electronic mail to sarah.manley@emcme.com or by letter delivered by first class postage prepaid U.S. mail or overnight courier to the following address:

EMCME

29 Broadway, 26th Floor
New York, NY 10006
USA

Electronic Mail

If you object to any material found on this Site, please bring your concerns to our attention. The Site administrator reserves the right to remove any material pending further investigation.

13. GENERAL

You agree to be bound by this Agreement and any modifications to this Agreement occurring prior to your continued use of the Content or access to the Site. You should visit this Agreement from time to time to review the current terms of this Agreement because they shall be equally binding on you. Certain provisions of this Agreement may be superseded by expressly designated legal notices or terms located on particular pages at this Site.

The headings of articles and sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

If any provision of this Agreement 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.

A waiver of a breach of any provision to this Agreement will not constitute a waiver of any other breach.

EMCME reserves the right to add to or change the Site or cease offering the Site (or any Content or Services on the Site) at any time and without liability. EMCME reserves the right to refuse to offer access to the Site to anyone at anytime without notice.

There is no agency, partnership, joint venture, employee-employer or physician-patient relationship between any user and EMCME arising solely through the use of the Site.

You may not assign this Agreement without EMCME's prior written permission. This Agreement is binding upon your successors, assigns, heirs and executors.

YOUR USE OF THE SITE INDICATES THAT YOU AGREE TO THE FOREGOING AGREEMENT. IF YOU DO NOT AGREE TO THE AGREEMENT, DO NOT USE THE SITE.