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3. This Site and its related services are intended only for use by those who are 18 years of age or older and of the age of majority in the jurisdiction in which they reside. If you are not 18 or older, and of the age of majority in the jurisdiction in which you reside, you cannot use this Site without the accompaniment and supervision of your parent or legal guardian. If you are a parent or legal guardian, you agree that you will monitor and supervise the use of this Site by children, minors and others under your care, and you agree to be responsible for their use of this Site. Any use of this Site by persons not of

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6. You agree not to use the Site for any purpose that is unlawful or prohibited by this Agreement or to solicit the performance of any illegal activity, to stalk or harass other users of the Site, or to engage in any other activity which infringes the rights of HealthScape or any other third parties. You agree not to take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or any systems or networks connected to the Site.

7. You acknowledge that your use of this Site is at our sole discretion, and your license to use the site may be terminated by us at any time, for any reason or for no reason. We reserve the right, in our sole discretion, to refuse service, to block or prevent future access to and use of this Site, to terminate any user’s account, and to alter or delete any material submitted to the Site through the user’s account. Following termination of this license, the terms of this Agreement shall still apply to the extent practicable.

8. You acknowledge and agree that your use will not violate the Health Insurance Portability and Accountability Act (“HIPAA”). You agree that you shall at all times comply with

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13. You agree to accept responsibility for all activities that occur under your account. You agree not to disclose your account password to others or share your account outside your immediate family members. You further agree to notify us immediately of any unauthorized use of your account. **We are neither responsible for nor liable for any**

loss or other injury that you may incur as a result of someone else using your user account or password, either with or without your knowledge. In addition, you are fully responsible for any fees, damages, loss, or other injury that we or a third party may incur as a result of you or someone else using your user account or password, either with or without your knowledge.

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26. You agree that if you are dissatisfied with the Site or any services offered in connection with the Site, if you do not agree with any part of this Agreement, or you have any other dispute or claim with or against HealthScape with respect to this Agreement or the Site, your sole and exclusive remedy is to discontinue using the Site and any services offered in connection with the Site.

27. This Site is created and maintained by HealthScape in the State of Illinois. You agree that the laws of the State of Illinois, without giving effect to any principles of conflicts of laws, will govern this Agreement and any dispute of any sort that may arise between you and HealthScape or its affiliates.

28. Regardless of where you access this Site, you agree that any action or proceeding arising out of this Agreement or your use of the Site and/or services, whether at law or in equity, must be brought in the state or federal courts located in Cook County, Chicago, Illinois and you hereby irrevocably and unconditionally consent to the exclusive personal jurisdiction of such courts.

29. You further agree to file any cause of action with respect to this Agreement within one year after the cause of action arises. You agree that a cause of action filed after this date is barred.

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30. This Agreement represents the entire understanding between the parties regarding your use of the site, and supersedes all other agreements, express or implied, between them. This Agreement shall not be modified except as provided for herein or except in writing, signed by an authorized representative of HealthScape. If any provision of this Agreement is determined to be invalid or unenforceable for any reason whatsoever, the remainder of this Agreement shall be enforced to the extent possible, and the offending provision shall be treated as though not a part of this Agreement. HealthScape's failure

to act with respect to a breach of this Agreement by you or others does not constitute a waiver of its rights with respect to that breach or any subsequent breach, nor shall it constitute a waiver of any other rights under this Agreement.

31. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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Contact Information

If you have any questions or suggestions regarding these terms and conditions, please contact us at:

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