

OnlinePracticeRecord.com – Terms of Service Policy/Contract

(Version 1.2 - Last updated August 25, 2013)

1. Scope. This Service Usage Policy (this “Policy”) governs the usage of the Online Practice Record website, products and services (the “Services”). The use of our Services is an acceptance of this Policy by each “User”. Eager Web Services, LLC (“Company”), the “Owner” of the Online Practice Record Services, may modify this Policy at any time without notice.

2. Purpose. The purpose of this Policy is to enhance the quality of the Services and to protect our Users, our network providers and the Internet community as a whole, from illegal, irresponsible, inappropriate, or disruptive Internet activities. This Policy applies to each User, agents or others who obtain our Services (each such person being a “User”). Each User should use common sense and good judgment in connection with the Services. Parents or guardians should always supervise minors in using the Internet. Parents and guardians should remain aware at all times of what is on the Internet and how the minors under their care are using the Services and the Internet.

3. Prohibited Uses. Users:

(a) May not utilize the Services to send mass unsolicited e-mail to third parties.

(b) May not utilize the Services in connection with any illegal activity.

Without limiting the general application of this rule, Users:

i) May not utilize the Services to copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization;

ii) May not utilize the Services to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party;

iii) May not utilize the Services to traffic in illegal drugs, illegal gambling, obscene materials or any products or services that are prohibited under applicable law; or

iv) May not utilize the Services in any manner that violates applicable law.

(c) May not utilize the Services in connection with any tortious or actionable activity. Without limiting the general application of this rule, Users:

i) May not utilize the Services to publish or disseminate information that (A) constitutes slander, libel or defamation, (B) publicizes the personal information or likeness of a person without that person’s consent or (C) otherwise violates the privacy rights of any person.

ii) May not utilize the Services to threaten persons with bodily harm, to make harassing or abusive statements or messages, or to solicit the performance of acts or services that are illegal under applicable law.

(d) May not utilize the Services in connection with any other disruptive or abusive activity. Without limiting the general application of this rule, Users:

i) May not utilize the Services to cause denial of service attacks against our Company, our network providers or other network hosts or

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- Internet users or to otherwise degrade or impair the operation of the servers and facilities of our Company, our network providers, or the servers and facilities of other network hosts or Internet users;
- ii) May not post messages or software programs that consume excessive CPU time or storage space;
 - iii) May not utilize the Services to subvert, or assist others in subverting, the security or integrity of any of our Company's systems, facilities or equipment or those of our network providers;
 - iv) May not utilize the Services to gain unauthorized access to the computer networks of our Company or any other person;
 - v) May not utilize the Services to provide passwords or access codes to persons not authorized to receive such materials;
 - vi) May not utilize the Services to (A) forge the signature or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity (including "phishing" or "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the User (excluding the use of anonymous remailers or Internet nicknames);
 - vii) May not utilize the Services to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment or disrupt the operation of the Services;
 - viii) May not utilize the Services to solicit or collect, or distribute, advertise or promote, email address lists for the purpose of encouraging or facilitating unsolicited commercial e-mail or spam;
 - ix) May not utilize the Services in any manner that might subject our Company or our network providers to unfavorable regulatory action, subject our Company or our network providers to any liability for any reason, or adversely affect the public image, reputation or goodwill of our Company or our network providers, including, without limitation, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by our Company in its sole discretion; or
 - x) May not utilize the Services in any other manner to interrupt or interfere with the Internet usage of other persons.

4. Violations

- (a) Disclaimer. Our Company expressly disclaims any obligation to monitor its Users with respect to violations of this Policy. Our Company has no liability or responsibility for the actions of any of its Users or any content any User may post on any Web site.
- (b) Reporting Non-Copyright Violations. Our Company encourages Users to report violations of this policy to us through our abuse mailbox at abuse@eagerweb.com, including in any such report the name of the offending user and the type of abuse (for example, spam, illegal acts, harassment, etc.) in the "subject" field of the email.

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(c) Reporting Copyright Violations. Our Company complies with the Digital Millennium Copyright Act (“DMCA”). Users may report an alleged copyright infringement involving a user by sending a notice that complies with the DMCA to our registered agent for DMCA notices. You may find the address for our DMCA agent through the U.S. Copyright office at the Library of Congress at http://www.copyright.gov/onlinesp/list/a_agents.html or by contacting our office.

(d) Remedies. If our Company learns of a violation of this Policy, we will respond to the applicable User and may, in our sole discretion, take any of the following actions, in accordance with the severity and duration of the violation:

- i) Warning the User;
- ii) Suspending the offending User from the Services;
- iii) Terminating the offending User from the Services;
- iv) Removing the offending content; and
- v) Taking other action in accordance with this Policy, the applicable service contract or applicable law.

For purposes of clarification, in connection with any allegation that any User may have engaged in or used the Services in connection with any illegal activity, we may rely conclusively on a written statement, on letterhead, of a U.S. law enforcement agency and, in such event, will not be obligated to the User to inquire into the factual underpinnings of such statement or the legal reasoning of such law enforcement agency.

5. Reservation of Rights. Our Company reserves the right to cooperate with appropriate legal authorities in investigations of claims of illegal activity involving the Services or our Users. Our company reserves all other rights to respond to violations of this Policy to the extent of applicable law and in accordance with any applicable contractual obligations.

6. Loss of Service/data. While we make every reasonable effort to provide trouble-free service and to protect and backup data for Users on a regular basis, we make no warranties or representations of any kind, whether expressed or implied for provided services, including Users’ data or files residing on our server(s). Our Company’s liability for any server outage, loss of data or other claim shall be limited to direct, proven damages not to exceed the sums paid by User. Our server(s) will require periodic hardware and/or software updates that may result in brief Service outages. Users are solely responsible for data backups using print functionality or other methodology as deemed fit by the User.

By using our Web services, you acknowledge that you have reviewed and agree to abide by the Service Usage Policy.

Eager Web Services, LLC

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