

**Terms and Conditions of Use:  
Diversified Clinical Services, Inc.**

This Website (available at [www.diversifiedcs.com](http://www.diversifiedcs.com) and [www.diversifiedclinicalservices.com](http://www.diversifiedclinicalservices.com)) (collectively, the "**Website**", or "**Site**") is provided to you by Diversified Clinical Services, Inc. ("**DCS**", "**we**" or "**us**"). To assist you in using our Website, and to explain the relationship arising from your use of our Site and the information offered through it, we have created: (i) these Terms and Conditions of Use (the "**Terms of Use**" or "**Terms**"); and (ii) a Privacy Policy. Our Privacy Policy (the "**Privacy Policy**" or "**Policy**") explains how we treat information you provide to us through the Site. These Terms govern your use of our Site. Both our Terms and Privacy Policy apply to: (a) visitors to our Site; and (b) anyone using the information or resources we offer through our Site (collectively, "**you**", "**your**", or "**user**"). These Terms apply only to your use of the Website, and receipt of information or other materials through the Site. These Terms do not apply to goods, services or information that you obtain from DCS through other means.

**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU USE OUR SITE. BY USING THE WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT USE OUR SITE.**

**1. Your Agreement.**

These Terms govern your use of the Website. Please read these Terms carefully as they impose legal obligations on you and us. By using the Website you consent to these Terms. In addition, for certain activities on the Site, we may further confirm your consent to these Terms by asking you to click an "I accept" button, referring to these Terms.

**2. Obtaining a Password; Use of Your Password.**

We may make certain areas of our Site accessible only to users that have a user id and password. If we do so, and if you obtain a user id and password, please keep in mind that we will treat anyone who uses your user id and password as "you." We will provide this user with all of the rights and privileges that we provide to you, and we will hold you responsible for the activities of a person using your user id and password. We therefore recommend that you maintain your user id and password in confidence, and that you refrain from disclosing this information to anyone who might "pretend" to be you with respect to your use of our Website. We also recommend that you notify us immediately if you suspect that someone is using your user id and password in this manner.

**3. Grant of Rights to You.**

Based on your agreement to comply with these Terms, we grant you the right to access and use all publicly available and, if expressly authorized, password protected areas of our Website: (a) solely for your personal, non-commercial use; and (b) in order to: (i) learn more about the services that we offer; (ii) obtain and submit Course Registration Requests; (iii) download and print pages from our Website as well as articles that we make available to you; and (iv) receive our Newsletters (collectively, the "**Permitted Purposes**"). For example, you may not disseminate a success story included on our Site or a photograph contained in one of our Newsletters along with the material that you distribute to third parties. Apart from using the Site

for the Permitted Purposes, you may not use, copy, modify, or distribute our Website or Newsletters (or pages or content from our Site or Newsletters).

#### **4. DCS Ownership; Reservation of Rights.**

All information, software, artwork, text, video, audio, pictures, logos, and other content on the Website or embodied in our programs and services, including all associated intellectual property rights, is the property of DCS and its licensors, or is used under principles of fair use. DCS retains all rights with respect to the Website except those expressly granted to you in Section 3 (Grant of Rights to You).

#### **5. Submitted Content.**

For purposes of these Terms, the term "**Submitted Content**" means information you submit to our Site. This information includes, but is not limited to: (i) Service-Experience Content; (ii) feedback you provide to us through our Site; (iii) questions or comments that you submit to us; and (iv) any other information you provide to us. Submitted Content excludes Personal Information, as set out in our Privacy Policy, except where you include such Personal Information within material that you wish to have posted on our Site or included in our Newsletters.

##### **5.1 Grant of Rights in Submitted Content; Requisite Permissions for Providing Submitted Content.**

If you provide Submitted Content to our Website, by electronic mail or otherwise, we will treat the Submitted Content as non-confidential and nonproprietary to you. By providing Submitted Content (if such feature is available to you), you authorize us to use it in any manner and to allow others to use, distribute, modify, and copy the Submitted Content, without compensation to you and for so long as we deem warranted (collectively, the "**Use Rights**").

Moreover, in providing us with Submitted Content, you represent and warrant that you have sufficient authority and right to use the Submitted Content, and to provide the Use Rights. For example, by providing us with a photograph to be included in a Newsletter, you represent and warrant that you have obtained all necessary permissions to have us post this photograph.

##### **5.2 Service-Experience Content that Contains Personal Information.**

Service-Experience Content that you provide to us for posting on the Website or inclusion in our Newsletters will, once posted, be publicly available to anyone accessing our Site or receiving our Newsletters. Although we may review Service-Experience Content prior to using it, we make no warranties or representations regarding any Service-Experience Content or our review of said Service-Experience Content. In addition, any Personal Information that is included in Service-Experience Content will be treated as public Service-Experience Content and is expressly excluded from the definition of "Personal Information" as set forth in our Privacy Policy. For example, you may include your name, business address, and email in a success story. This information will be publicly available, and will no longer qualify as Personal Information. As such, please use discretion when including Personal Information and details in the Service-Experience Content that you provide to us.

##### **5.3 Right to Decline Submitted Content.**

We expressly reserve the right to refuse to use (or to disable or remove) any Submitted Content that we conclude, in our sole discretion, violates these Terms or our Privacy Policy, or is incompatible with the purposes of our Website.

## **6. Code of Conduct.**

By using our Website, you agree to comply with these Terms, and to follow our Code of Conduct, which is set out below. Under this Code, you will not:

- Use the Website in a manner that could disable, overburden, or impair the Site or interfere with any other parties' use and enjoyment of the Site.
- Seek to obtain access, through "hacking," "scraping," or other means, to material or information that we have not intentionally made available to you on the Website.
- Submit material that is intentionally false, defamatory, unlawfully threatening, or unlawfully harassing.
- Transmit material through the Site that you know or should know contains viruses, Trojan horses, worms, time bombs, cancelbots, or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.

## **7. Revocation or Suspension of Use Privileges.**

We reserve the right at any time to terminate or suspend your use of some or all of the Website if you engage in activities that we conclude, in our discretion, breach our Code of Conduct or otherwise violate these Terms or our Privacy Policy. If you submit any materials in which you do not own all right, title and interest, these materials may be removed from the Site. If you do so repeatedly, your access to the Site may be terminated or suspended in our sole discretion.

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

Our Website and our Newsletters may contain links or references to other websites. We have no control over these other sites or their content and do not assume responsibility or liability for any content, opinions, or material available on them. We do not endorse the content of any third-party site, nor do we warrant that a third-party site will be free of computer viruses or other harmful code that can impact your computer or other web-access device. If you link to any third-party site through our Site or our Newsletters, please be aware that you are doing so at your own risk. We encourage you to review any third-party website's terms of use and privacy policy as those, and not our Terms and Privacy Policy, will be applicable to your use of their site and any information that they collect.

## **9. Disclaimer of Endorsements; Information Accuracy.**

The information made available on our Site or through our Newsletters is made without any endorsement of any kind by DCS. For example, the presentation of a particular hospital does not, and should not, be interpreted as an endorsement of said hospital by DCS. In addition, while we may review information before it is included on our Site or our Newsletters, we do not undertake to validate the accuracy and timeliness of information. We generally provide sources

for the information that appears on the Site or in our Newsletters. If you have questions concerning the accuracy, timeliness, or completeness of the information on our Site or in our Newsletters, we encourage you to contact the source of that information directly.

#### **10. Course Provision; Refunds.**

We agree to provide our Courses in a reasonably competent manner, using competent instructors that are qualified to teach the applicable subject matter. The Courses are otherwise provided on an "AS IS" basis, and we do not make any representations or warranties that a Course will fulfill your intended purposes or otherwise meet your expectations. By providing us with a Course Registration Request, you authorize us to charge the applicable Course Fee using the Personal Information you provide within the Request. You acknowledge and agree that the Course Fee is non-refundable after you have attended the applicable Course. In the event that you contact us prior to the scheduled Course date in order to cancel your Request or if you fail to attend the Course for which you registered, we will refund the Course Fee paid to us less a fifty dollar (\$50.00) processing fee (the "**Processing Fee**"). You further acknowledge and agree that the remedy set out in this Section 10 (Course Provision; Refunds) is your sole and exclusive remedy relating to a Course, and that the Processing Fee is non-refundable.

#### **11. Warranty Disclaimer.**

We do not promise that the Website, Newsletters, or Courses will be error-free or uninterrupted, or that the services and features offered on the Site or through the Newsletters will be provided error-free, uninterrupted or without inaccuracies. The Site, and all of the information and services on the Site and in our Newsletters as well as our Courses is provided on an "AS IS" and "AS AVAILABLE" basis. We do not warrant or represent that the Site or files you download from the Site will be free of viruses, inaccuracies, or other harmful features. TO THE EXTENT PERMITTED BY APPLICABLE LAW, DCS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. YOU EXPRESSLY AGREE THAT USE OF THE SITE, THE COURSES, THE NEWSLETTERS AND RELATED SERVICES IS AT YOUR SOLE RISK.

#### **12. Limitation of Liability.**

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL DCS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF, OR ARE RELATED TO, YOUR USE OF THE SITE, A NEWSLETTER, THE SERVICES, OR OTHER CONTENT. IN NO EVENT SHALL DCS' AGGREGATE LIABILITY TO YOU FOR ANY LOSS, DAMAGE, OR CLAIM RELATED TO OR ARISING OUT OF THIS SITE, THE COURSES, THE NEWSLETTERS OR ANY SERVICES OR OTHER CONTENT YOU RECEIVE FROM DCS EXCEED THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY YOU TO DCS FOR SUCH ACCESS OR SERVICES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

#### **13. Indemnity.**

You agree to defend, indemnify, and hold DCS and its subsidiaries, affiliates, officers, directors, agents, and employees harmless from any liability to third parties, including reasonable attorneys' fees, arising from or related to your breach of these Terms or a claim that Submitted Content or other material that you provide to us violates rights held by a third party.

#### **14. Contact for Alleged Copyright Infringement.**

We respect the intellectual property rights of others and require that our users do the same. If you believe that any content available on our Site or any other activity taking place on the Site constitutes infringement of a work protected by copyright law (each, a "**Work**"), please notify our agent, designated under the Digital Millennium Copyright Act (17 U.S.C. § 512) (the "**DMCA**") to respond to such concerns, as follows:

Thomas M. Clayton  
Diversified Clinical Services, Inc.  
4500 Salisbury Rd. Suite 300  
Jacksonville, FL 32216  
800-379-9774  
904-899-0901  
Tclayton@diversifiedcs.com

Please provide our agent with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail):

1. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Site are covered by a single notification, a representative list of such works on the Site;
3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material;
4. information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an e-mail address;
5. a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Your notice must comply with the DMCA. You acknowledge and agree that if you fail to comply with all of the requirements of this Section 14 (Contact for Alleged Copyright Infringement), or as otherwise set out in the DMCA, your DMCA notice may not be valid. Upon receipt of a proper notice, we will respond and proceed in accordance with the DMCA.

#### **15. Additional Terms for Certain Services.**

We may offer certain services on our Website that are subject to additional or different terms and conditions. We will notify you if the service you are using on the Website is subject to terms

and conditions that differ from these Terms, and you may decline to participate in such services if you do not agree with the differing terms and conditions.

#### **16. Modifications to These Terms.**

If we modify these Terms, then such modifications shall take effect proactively, upon your subsequent access to the Website. You may print out a copy of these Terms for your records.

#### **17. Assignment.**

These Terms shall not be assignable by you, either in whole or in part. We reserve the right to assign the rights and obligations under these Terms for any reason and in our sole discretion.

#### **18. Definitions.**

**18.1 "Aggregate Information"** has the meaning set out in our Privacy Policy.

**18.2 "Personal Information"** has the meaning set out in our Privacy Policy.

**18.3 "Submitted Content"** is defined in Section 5 (Submitted Content).

**18.4 "User", "You", or "Your"** refer to: (i) visitors to our Site; and (ii) anyone using the information or resources we offer through our Site.

**18.5 "We," "Us," and "Our"** refer to DCS.

#### **19. General.**

These Terms shall be governed in all respects by the laws of the State of Florida without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in, the state and federal courts sitting in the judicial district that includes Jacksonville, Florida. The parties further agree that any cause of action arising under these Terms shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These Terms and the terms and conditions contained herein set forth the entire understanding and agreement between you and us with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.

#### **20. Translations.**

These Terms may be translated into languages other than English (collectively, "**Translations**"). Any communications sent by us to you shall be sent in English. Dispute resolution procedures arising out of either these Terms or the Translations shall be conducted in English, and the English version of these Terms shall control over the Translations.

#### **21. Survival.**

The following provisions shall survive the termination of these Terms and shall apply indefinitely:

Section 4	(DCS Ownership; Reservation of Rights)
Section 5	(Submitted Content)
Section 9	(Disclaimer of Endorsements: Information Accuracy)
Section 12	(Limitation of Liability)
Section 13	(Indemnity)
Section 19	(General)
Section 21	(Survival)

## **22. Contact Us.**

We welcome your feedback or suggestions. Please contact us at:

[marketing@diversifiedcs.com](mailto:marketing@diversifiedcs.com)

Please refer to Section 14 (Contact for Alleged Copyright Infringement) above if you wish to contact our DMCA agent about matters related to possible copyright infringement.

## **23. Complete Agreement.**

These Terms must be read in conjunction with our Privacy Policy, and the provisions of our Privacy Policy are incorporated herein. To the extent the Terms of Use conflict with the Privacy Policy, the terms of the Privacy Policy shall control.

Effective Date: November 18, 2010.

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