

Terms of Use

1. Agreement between User and PharmD Live LLC. The PharmD Live LLC (“PharmD Live”) website (the “Website”) is provided subject to these Terms and Conditions of Use (this “Agreement”). By viewing or using the material on the Website, you indicate that you understand and agree to this Agreement.
2. Modification and Amendment. PharmD Live reserves the right to modify or amend this Agreement at any time and without notice. Your continued use of the Website after any modification or amendment constitutes your acceptance of the new terms and conditions herein.
3. Services. The information on the Website is intended to provide a brief overview of the services offered by PharmD Live. Information on the Website is not intended to constitute an offer to sell or a solicitation of any particular service. The terms and conditions governing your purchase of any services from PharmD Live and/or any third parties referenced on the Website shall be governed by separate agreement between you and PharmD Live and/or any third parties.
4. Third Party Content and Links
 - Content. Some of the content on the Website was written by third parties (i.e., other companies or by website users), not by PharmD Live. PharmD Live assumes no responsibility for content or other information provided by third parties. Therefore, any opinions, statements, services or other information expressed or made available by third party suppliers on the Website are those of such third party suppliers. PharmD Live does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any third party.
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5. No Warranty. Your use of the Website is at your sole risk. This Website is provided on an “as is” and “as available” basis. PharmD Live expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. PharmD Live makes no warranty that (1) any products or services listed on the Website are suitable for your use, (2) the Website will meet your requirements, (3) the Website will be uninterrupted, timely, secure, or error-free, (4) the material or results that may be obtained from the use of the Website will be accurate or reliable or (5) any errors in the Website will be corrected. Any material downloaded or otherwise obtained through the use of the Website is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from PharmD Live or through or from the Website and/or any links shall create any warranty not expressly stated in this Agreement.
6. Unlawful or Prohibited Use. You agree that you will use the Website in accordance with this Agreement and in accordance with all applicable federal and state laws and regulations. You may not use the Website in any manner which could damage,

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8. Case Studies. The case studies on the Website are intended to provide an example of how an actual PharmD Live client has benefited from PharmD Live's services. Please note that the data therein reflects an individual outcome. PharmD Live does not claim that the outcomes in these particular case studies are typical results, or that they are necessarily representative of all of those who will use its services. PharmD Live assumes no liability of any kind to any persons from providing this information, whether or not such persons rely on it and even if they inform PharmD Live of their reliance on it. PharmD Live expressly disclaims any representations or warranties, express or implied, in relation to any case studies or the information provided on the Website.

9. Indemnification. You agree to indemnify and hold harmless PharmD Live and its subsidiaries, agents, licensors, managers, and affiliates, and all of their directors, officers, agents, contractors, principals or other partners, and employees from and against any and all claims, damages, obligations, losses liabilities, costs or debt, and expenses (including, but not limited to, attorneys' fees) arising from: (i) your use of and access to the Website, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; and/or (iv) your violation of any applicable federal and/or state law, rule, or regulation.

10. Limitation of Liability.

- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PHARMD LIVE, ITS AFFILIATES, SUBSIDIARIES, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, SUPPLIERS, CONTRACTORS, LICENSORS AND/OR LICENSEES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, AND/OR EXEMPLARY DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR INABILITY TO USE THE WEBSITE. UNDER NO CIRCUMSTANCES WILL PHARMD LIVE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE WEBSITE OR THE INFORMATION CONTAINED THEREIN.

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- The Website is controlled and operated from PharmD Live's facilities in the United States. PharmD Live makes no representations that the Website is appropriate or available for use in other locations. Those who access or use the Website from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws

and regulations, including but not limited to export and import regulations.

You may not use the Website if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Website are solely directed to individuals, companies, or other entities located in the United States.

11. Termination/Access Restriction. PharmD Live reserves the right, in its sole discretion and without prior notice, to limit or terminate your access to the Website or any portion thereof at any time without liability. Upon termination for any reason or no reason, you continue to be bound by the terms of this Agreement.

12. Privacy. By using the Website, you are consenting to have your personal data collected, used, transferred to and processed in the United States in accordance with our Privacy Policy.

Please **[click here](#)** to view our privacy statement. [Add link to PharmD Live privacy statement]

13. Security. PharmD Live cares about the integrity and security of your personal information, and uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

14. No advice. Any material or information obtained through the Website is not intended to be taken as advice with respect to any individual situation and cannot be relied upon as such. Nothing contained, expressed, or implied in the website is intended as, nor shall be construed or understood as personal, medical, legal, or financial

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17. Governing Law; Jurisdiction; Venue. This Agreement and the relationship between you and PharmD Live will be governed by the laws of the The District of Columbia, without reference to its choice of law rules. You and PharmD Live agree to submit to the personal and exclusive jurisdiction of the courts in the The District of Columbia.
18. Assignment. This Agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by PharmD Live without restriction. Any attempted transfer or assignment by you in violation hereof shall be null and void.
19. Waiver, Severability. The failure of PharmD Live to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement shall remain in full force and effect.
20. Cause of Action. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the website or this

Agreement must be filed within one year after such claim or cause of action arose or be forever barred.