

**NVY CENTER, INC.**  
**(WWW.NVYCENTER.COM)**

**TERMS OF USE**

**Revised November 23, 2019**

**1. Use Of Site.** The information on [www.nvycenter.com](http://www.nvycenter.com) (the "Website") is for informational and educational purposes only and is not intended as a substitute for medical professional help, advice, diagnosis, treatment or hands on training experience. Providers who post information or instructional materials on the Website are not providing health care services through the use of this Website.

Use of, or posting of information, images or educational materials on, the Website does not constitute establishment of a physician-patient or clinical relationship with any individual, nor establishment or offer to enter into a business relationship with any medical professional, institution or organization.

Any reliance on any information provided by the Website or individuals using the Website is solely at your own risk. NVY Center, Inc., a medical management company, and/or all of its managed professionals are not liable for any adverse events which occur from use of the Website or as a result of any medical conditions you may have.

Information on this Website should never replace the advice of a physician. **IF YOU HAVE, OR ARE HAVING, A MEDICAL EMERGENCY, YOU SHOULD CONTACT YOUR PHYSICIAN OR LOCAL EMERGENCY NOTIFICATION SYSTEM, OR GO TO YOUR LOCAL EMERGENCY ROOM.**

Your use of this Website is acceptance of these Terms of Use and represents the same effect as physically signing an agreement. We have the right to amend these Terms of Use at any time without notice to you by posting the revised Terms of Use on the Website. You agree that you are bound by those changes by continuing to use the Website

**2. Accuracy.** We do not warrant, and are not liable for, the accuracy, completeness, timeliness or usefulness of information, opinions, services or other information provided through the Website or on the Internet generally. We shall not independently review or verify the accuracy or completeness of the information shared on the Website. We retain the right to, and shall, remove any posts that we consider inflammatory, inappropriate or inconsistent with Website policies.

This site may include links to other sites that are not owned by or under our control and we are not responsible for, and make no representations, warranties or recommendations with respect to the usefulness, availability or content of any such sources, and you assume all responsibility with respect to the use of such sites and any and all information or services furnished through such sites. Furthermore, the information, opinions, and advice (if any) in articles posted on, or linked to, this website are solely those of the author.

The information on the Website may be changed periodically without prior notice. All content on the Website is provided "as is." Use of such information is voluntary, and reliance on it should

only be undertaken after an independent review of its accuracy, completeness, efficacy, and timeliness. Your sole and exclusive remedy for dissatisfaction with the Website is to stop using the Website.

3. **Adverse Technical Events.** All information is transmitted over a medium which is beyond our control and jurisdiction. Accordingly, we assume no responsibility for, or relating to, delay, failure, interruption or corruption of any data or other information transmitted in connection with use of this Website or sites accessed through this site.

4. **Limitation Of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO ACCESS THE WEBSITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK DISRUPTIONS, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. WE ARE NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF THE USE OF THIS WEBSITE AND/OR ANY MATERIAL LINKED THROUGH THE WEBSITE.

5. **Copyright and Trademarks.** All content included on the Website including, but not limited to, text, photographs, video, documents, graphics, button icons, images, artwork, names, logos, trademarks, service marks and data (the "Content"), in any form including the compilation thereof, are proprietary to NVY Center, Inc. and protected by U.S. and international copyright law and conventions. The Content includes both Content owned or controlled by NVY Center, Inc. and Content owned or controlled by third parties and licensed to NVY Center, Inc. Except as set forth below, direct or indirect reproduction of the Content, in whole or in part, by any means, is prohibited without our express written consent. You are authorized only to use the Website for personal use and are not authorized to reproduce, sell or exploit the Website or content of the Website for commercial purposes. You may link your site to the Website, however, NVY Center, Inc. does not wish to be linked to or from any third-party website or link which contains (1) any information that misrepresents the nature of our relationship with you and/or any other third party, etc., or incorrect facts or data about our management company, the professionals we manage, any of the services we provide and the like; (2) any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, or indecent information of any kind, (3) any information or other material which violates or infringes upon the rights of others.

6. **Indemnification.** You agree to indemnify and hold harmless NVY Center, Inc. and its managed providers and all of our officers, directors, employees, agents, developers, vendors, affiliates, third party information providers, licensors and others involved in the development or the delivery of products, services or information over the Website, from and against any and all liabilities, expenses, damages and costs, including reasonable attorneys' fees, arising from any violation by you of these Terms of Use or your use of the Website or any products, services or information obtained from the Website.

7. **Choice of Law.** By using the Website, you agree that the laws of the state of New York, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute

that might arise between you and NVY Center, Inc.. You agree and expressly consent to the exercise of personal jurisdiction in the courts of Manhattan County, NY, in connection with any claim involving the Website.

8. **Privacy Policy.** Our use of your personal information and your responsibilities in connection with protecting your privacy are described in the Privacy Policy, which is incorporated by reference into these Terms of Use.