

Disclaimer/Terms of Use

Web Site Terms of Use

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(c) This Site is available worldwide to anyone with Internet access. However, this Site may not be continuously available due to maintenance or repairs or due to computer problems or crashes, disruption in Internet service or other unforeseen circumstances. Further, a reference to a product or service on this Site does not imply that such product or service is or will be available in your location. The content of this Site, including advertising content, is intended for use and display only where its use and display are permissible in accordance with applicable laws and regulations.

(d) Certain materials on this Site may be furnished by third parties. Certain product, service, or company designations for companies other than M-Scribe® Technologies, LLC may be mentioned in the Site for identification purposes only. Third party trademarks, trade names, logos, product or services names contained on this Site are the trademarks, registered or unregistered, of their respective owners.

(e) Nothing contained in these Terms shall be construed as conferring any other license or right, expressly, by implication, by estoppel or otherwise, under any of our Intellectual Property Rights or under any third party's Intellectual Property Rights. Any rights not expressly granted herein are reserved.

2. Permissible Use

Except as indicated to the contrary elsewhere on this Site, you may view, copy, retransmit and print the Content available on this Site subject to the following conditions:

(a) The Content is used solely for personal, informational, or internal business purposes;

(b) the Content is not provided, sold, licensed or leased (nor is access provided to the Content) for any fee or other consideration;

(c) all copyright, trademark and other proprietary rights notices included in the Content as presented at the Site appear on all copies;

(d) the Content is not modified or altered in any way; and

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(a) You do not frame the Site or any portion of the Site;

(b) you do not deep link into the Site (i.e., you do not link into any page other than the home page);

- (c) the hyperlink to the Site is not used in a way that suggests that M-Scribe® endorses you or your web site;
- (d) the link to the Site is not used or presented in any way that disparages M-Scribe® Technologies, LLC or tarnishes, blurs or dilutes the quality of M-Scribe® Technologies, LLC' names or trademarks or any associated goodwill;
- (e) the link to the Site is not displayed on any web page that displays objectionable content or links; and
- (f) you agree that we may terminate your right to link or hyperlink to the Site at any time for any reason or no reason.

An "Acceptable Site" means a web site that displays no objectionable content, including, but not limited to, any content, information in any medium or format, such as text, data, graphics, audio or video, that: (i) is libelous or defamatory, pornographic, sexually explicit, unlawful or plagiarized; (ii) a reasonable person would consider harassing, abusive, threatening, harmful, profane, obscene, racially, ethnically or otherwise objectionable or offensive in any way; (iii) constitutes a breach of any person's privacy or publicity rights, a misrepresentation of facts, hate speech or an infringement of any third party's intellectual property or proprietary rights of any kind, including without limitation, copyright, patent, trademark, industrial design, trade secret, confidentiality or moral rights; or (iv) violates or encourages others to violate any applicable law.

3. User Conduct

In using the Site, including all Content and services available through it, you agree that you shall not:

- (a) Delete, modify, hack or attempt to change or alter any of the Content on the Site;
- (b) use any device, software or routine intended to damage or otherwise interfere with the proper functioning of the Site or servers or networks connected to the Site, or take any other action that interferes with other parties' use of the Site;
- (c) use any robot, spider or other automatic or manual device or process for the purpose of harvesting or compiling information on the Site for purposes other than for a generally available search engine;
- (d) use any M-Scribe® names, service marks, or trademarks without our prior written consent, including without limitation as metatags, search engine keywords, or hidden text;
- (e) use any material or information, including images or photographs, which are made available through this Site in any manner that infringes any copyright, trademark, patent, trade secret or other proprietary right of any party; or
- (f) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of any third party.

4. Modifications To Terms and Site

M-Scribe® Technologies, LLC may change these Terms from time to time. Please review these Terms periodically for any updates or changes. Your continued use of this Site following the posting of any updates or changes to these Terms constitutes your acceptance of such changes. If you object to any provision of these Terms or any subsequent modifications to these Terms, your only recourse is to immediately terminate use of the Site.

5. Termination of Site/Modifications To Site

M-Scribe® Technologies, LLC reserves the right to modify or terminate your access to the Site (or portions of the Site) at any time, temporarily or permanently, with or without notice to you, and is not obligated to support or update the Site. Sections 1, 3, 4, this Section 5 and 8-16 of these Terms shall survive any termination of these Terms. M-Scribe® Technologies, LLC may also impose limits on certain features and services restrict your access to parts or all of this Site, or charge fees for access to portions of this Site without notice or liability. You acknowledge and agree that M-Scribe® Technologies, LLC will not be liable to you or any third party in the event that M-Scribe® Technologies, LLC exercises its right to modify or terminate access to the Site or portions of the Site.

6. Your Privacy

M-Scribe® Technologies, LLC will treat any information it collects from you through this Site in accordance with its web site Privacy Policy (the "Privacy Policy"), which is hereby incorporated by reference. Please review the Privacy Policy before you use this Site. If you are unwilling to accept the terms and conditions of the Privacy Policy, we ask that you not use this Site.

7. Copyright Infringement

In accordance with the Digital Millennium Copyright Act ("DMCA") <http://lcweb.loc.gov/copyright/>, M-Scribe® Technologies, LLC has designated an agent to receive notifications of alleged copyright infringement associated with the Site. M-Scribe® Technologies, LLC will, upon receiving proper notice as set forth below, use commercially reasonable efforts to investigate notices of copyright infringement and take appropriate action under the DMCA. If you believe that your copyrighted work or the copyrighted work of another party is being infringed, please notify our copyright agent at Info@M-Scribe.com or through the address set forth at the end of this page. When notifying M-Scribe® Technologies, LLC of the alleged copyright infringement, please include all of the following information:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that is claimed to have been infringed;
- (b) identification of the copyrighted work alleged to have been infringed;
- (c) a description of the material that is claimed to be infringing and information sufficient to locate the material on the Site;
- (d) information sufficient to contact the complaining party, such as a physical address, telephone number, and, if available, an electronic mail address;
- (e) a statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on the copyright owner's behalf. If material is believed in good faith by M-Scribe® Technologies, LLC to infringe a copyright or otherwise violate any Intellectual Property Rights, M-Scribe® Technologies, LLC will remove or disable access to any such material.

8. Other Sites, Content, Products and Services

As a convenience to you, this Site may provide links to web sites and access to content, products and services of third parties, including without limitation, M-Scribe® Technologies, LLC' affiliates and strategic partners and other entities with which our connection consists of only a hyperlink ("Linked Sites"). You should refer to the separate terms of use, privacy policies, and other rules posted on Linked Sites before you use them. M-Scribe® Technologies, LLC does not author, edit or monitor these Linked Sites, and is not responsible or liable for (a) the availability of or content provided on such Linked Sites, nor does inclusion of any link imply endorsement of the Linked Sites by M-Scribe® Technologies, LLC, or vice versa; (b) third party content accessible through such Linked Sites; (c) any loss or damage whatsoever you may incur from dealing with any Linked Site; or (d) your dealings with any third parties found on or through this Site, including your participation in promotions, the payment for and delivery of goods if any, and any terms, conditions, warranties, or representations associated with such dealings. You bear all risk associated with the use of such Linked Sites, third party services, and your correspondence or business dealings with advertisers other than M-Scribe® Technologies, LLC found on or through this Site.

9. Typographical Errors

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10. Disclaimer

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SITE AND ALL CONTENT, MATERIALS, INFORMATION, PRODUCTS AND SERVICES PROVIDED ON THE SITE, ARE PROVIDED ON AN "AS IS, WHERE IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. M-SCRIBE® TECHNOLOGIES, LLC 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, TITLE, NON-INFRINGEMENT, INTEGRATION, QUIET ENJOYMENT, AND SECURITY AND ACCURACY, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. M-SCRIBE® TECHNOLOGIES, LLC MAKES NO WARRANTY, AND EXPRESSLY DISCLAIMS ANY OBLIGATION, THAT: (A) THE SITE WILL

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11. Limitation of Liability

IN NO EVENT SHALL M-SCRIBE® TECHNOLOGIES, LLC BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, INCREASED OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, REVENUE, DATA, GOODWILL OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), ARISING FROM YOUR ACCESS TO OR INABILITY TO ACCESS, OR USE OF, THE SITE OR ANY SERVICES PROVIDED IN CONNECTION WITH THE SITE, OR OTHERWISE RESULTING FROM: (A) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR GOODS, (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA OR (C) ANY OTHER MATTER RELATING TO THE SITE, EVEN IF M-SCRIBE® TECHNOLOGIES, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON LIABILITY APPLIES TO, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY DISABLING DEVICE OR VIRUSES WHICH MAY INFECT YOUR EQUIPMENT OR SYSTEM, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, BODILY INJURY, PROPERTY DAMAGE, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE MAJEURE. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSIONS OF LIABILITY IN SOME CIRCUMSTANCES. SO, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

12. Indemnity

You agree to indemnify, defend and hold M-Scribe® Technologies, LLC, its affiliates, directors, officers, co-branders, subsidiaries, parents, employees and agents, harmless from any claim, demand, liability, dispute, damage, cost, expense, or loss, including attorneys' fees and costs of litigation, arising out of or in any way related to your use of or access to this Site, your use of the Content, including any use by your employees, your violation of these Terms or your violation of any rights of another.

13. Limitation on Actions Brought Against M-Scribe® Technologies, LLC

You agree that any claim or cause of action arising out of your use of this Site or these Terms must be filed within one year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by M-Scribe® Technologies, LLC to enforce or exercise any provision of these Terms or related right shall not constitute a waiver of that right or provision.

14. Dispute Resolution

You agree that any dispute arising out of or relating in any way to your use of this Site requires that such claim be resolved exclusively by confidential binding arbitration except that, to the extent you have in any manner violated or threatened to violate Intellectual Property Rights, M-Scribe® Technologies, LLC may seek injunctive or other appropriate relief. The arbitration shall be conducted before three neutral arbitrators in the city of Holyoke, Massachusetts, U.S.A., in accordance with the rules of the American Arbitration Association ("AAA"), as then in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party

shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding. Except for punitive and consequential damages (which may not be awarded), and subject to these Terms, the arbitrators shall be authorized to award either party any provisional or equitable remedy permitted by applicable law. The parties shall equally share all AAA charges and fees associated with the arbitration.

BECAUSE THE USE OF THIS SITE REQUIRES THE ARBITRATION OF ANY CLAIMS OR DISPUTES EXISTING BETWEEN THE PARTIES, NEITHER PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATORS' DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF SUCH PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

The award of the arbitrators may be enforced in any court having jurisdiction thereof. Each party hereby consents (a) to the non-exclusive jurisdiction of the courts of the State of Massachusetts or to any Federal Court located within the State of Massachusetts for any action (i) to compel arbitration, (ii) to enforce any award of the arbitrators, or (iii) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim or provisional equitable remedies, and (b) to service of process in any such action by registered mail or any other means provided by law. Should this Section 14 be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties agree that exclusive jurisdiction and venue for any claims will be in state or federal courts in Holyoke, Massachusetts.

15. Acknowledgement

You acknowledge (a) that you have read and understood these Terms; and (b) that these Terms have the same force and effect as a signed agreement.

16. General

M-Scribe® Technologies, LLC may assign its rights and duties under these Terms without notice to you. You may not assign these Terms without the prior written consent of M-Scribe® Technologies, LLC. If any provision of these Terms is found by a court or arbitrator to be invalid, the parties agree that the court or arbitrator should give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect. M-Scribe® Technologies, LLC' failure to act with respect to a breach by any user using the Site does not constitute a waiver of its right to act with respect to subsequent or similar breaches. These Terms will be governed by and construed in accordance with the laws of the State of Massachusetts without regard to its choice of law provisions. In the event of any conflict between foreign laws, rules and regulations and those of the United States, the laws, rules and regulations of the United States will govern. Each party consent to personal jurisdiction and venue by the state and federal courts located in Davidson County, Tennessee and hereby waives any defense related to personal jurisdiction, process or venue. These Terms and the Privacy Policy as posted from time to time by M-Scribe® Technologies, LLC on this Site, and any modifications to the foregoing, constitute the entire agreement between the parties with regard to the subject matter in these Terms and supersede all prior understandings and agreements, whether written or oral, as to such subject matter.

17. Contact Information

If you have any questions about these Terms, the practices of M-Scribe® Technologies, LLC, or your dealings with this Site, please contact us through one of the methods listed below. You may also contact us to update your personal information by notifying us when you change your name or email address:

E-mail: Info@M-Scribe.com

Address: P O Box 15051

Springfield, MA 01115

Telephone: 1.888.SCRIBE.IN

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