

Legal Notices

ExpressMD™ Solutions, LLC (ExpressMD) makes information and products available on this web site, subject to the following terms and conditions. By accessing this site, you agree to these terms and conditions. ExpressMD reserves the right to change these terms and conditions, and the products, services, prices, and programs mentioned in this site at any time, at its sole discretion, without notice. ExpressMD reserves the right to seek all remedies available by law and in equity for any violation of these terms and conditions. Any rights not expressly granted herein are reserved.

Copyright/Intellectual Property

The information on this web site is protected by copyright, trade dress and other laws and may not be copied or imitated in whole or in part. Except as specifically permitted, no portion of this web site may be distributed or reproduced by any means, or in any form, without ExpressMD's prior written permission.

Copyright Notice

© 2008-2009 ExpressMD™ Solutions, LLC. All rights reserved.

Trademarks

ExpressMD
Electronic House Call

Third Party Trademarks

Other brands and products appearing on this site are trademarks of their respective holder(s).

Use of Software

Any software and accompanying documentation available to download from this site is the copyrighted work of ExpressMD. Use of the software is governed by the terms of the end user license agreement, which accompanies such software. If no license accompanies the download, the terms of the license which accompanied the original product being updated will govern. You will not be able to use, download, or install any software unless you agree to the terms of such end user license agreement. Without limiting the foregoing, the copying or reproduction of the software to any other server or location for further reproduction or redistribution is expressly prohibited. Any reproduction or redistribution of the software not in accordance with the license agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT.

Indications for Use

The ExpressMD™ Solution and the Electronic House Call™ System are indicated for independent use by patients in their home or group facility setting to collect objective and subjective information through medical peripheral devices and health status questions and reminders and transmit this information to healthcare professionals for review through the ExpressMD Website to help support effective and efficient clinical/disease management. It is not intended as a replacement for qualified physician care in chronic condition management.

Use of Web Site Information

All materials provided on this Web Site, including but not limited to information, documents, products, logos, graphics, sounds, images, software, and services (“Materials”), are provided either by ExpressMD or by third party manufacturers, authors, developers and vendors and are the copyrighted work of ExpressMD and/or such third parties. Except as stated herein, none of the Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, without the prior express written permission of ExpressMD. Except where expressly provided otherwise by ExpressMD, nothing on this Web Site shall be construed to confer any license offer for license or sale under any of ExpressMD’s intellectual property rights, whether by estoppel, implication, or otherwise. You acknowledge sole responsibility for obtaining any such licenses.

Except as otherwise indicated on this site, you may view, print, copy, and distribute documents on this site subject to the following terms and conditions:

1. The document may be used solely for informational, personal, non-commercial purposes;
2. Any copy of the document or portion thereof must include all copyright and proprietary notices in the same form and manner as on the original;
3. The document may not be modified in any way; and
4. ExpressMD reserves the right to revoke such authorization at any time, and any such use shall be discontinued immediately upon notice from ExpressMD.

Documents specified above do not include logos, graphics, sounds or images on this web site, which may be reproduced or distributed only when expressly permitted by ExpressMD.

Warranties and Disclaimers; Liability Limitations

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN AN AGREEMENT BETWEEN YOU AND EXPRESSMD, ALL INFORMATION AND SOFTWARE ON THIS WEB SITE ARE PROVIDED “AS IS” WITHOUT WARRANTY OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. EXPRESSMD ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE INFORMATION OR SOFTWARE OR OTHER DOCUMENTS WHICH ARE REFERENCED BY OR LINKED TO THIS WEB SITE.

IN NO EVENT SHALL EXPRESSMD BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, THOSE RESULTING FROM: (1) RELIANCE ON THE MATERIALS PRESENTED, (2) COSTS OF REPLACEMENT GOODS, (3) LOSS OF USE, DATA OR PROFITS, (4) DELAYS OR BUSINESS INTERRUPTIONS, (5) AND ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION)

WHETHER OR NOT EXPRESSMD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU HAVE SOLE RESPONSIBILITY FOR THE ADEQUATE PROTECTION AND BACKUP OF DATA AND/OR EQUIPMENT USED IN CONNECTION WITH THE WEB SITE AND YOU WILL NOT MAKE A CLAIM AGAINST EXPRESSMD FOR LOST DATA, RE-RUN TIME, INACCURATE OUTPUT, WORK DELAYS, OR LOST PROFITS RESULTING FROM THE USE OF THE WEB SITE. YOU AGREE TO HOLD EXPRESSMD HARMLESS FROM, AND YOU COVENANT NOT TO SUE EXPRESSMD FOR, ANY CLAIMS BASED ON OR RELATED TO THE USE OF THE WEB SITE.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Every effort has been made to ensure the accuracy of the information presented. However, ExpressMD assumes no responsibility for the accuracy of the information on the web site. ExpressMD assumes no obligation to update information contained on the web site. Product information is subject to change without notice. ExpressMD may make improvements and/or changes in the products and/or the programs described in these publications at any time without notice.

Use of and Submissions to Web Site

With the exception of credit card numbers for the purchase of products and services, ExpressMD does not want to receive confidential or proprietary information through its web site. Any material, information or other communication you transmit or post to this web site, except for any credit card information, will be considered non-confidential and non-proprietary. You grant ExpressMD an unrestricted, irrevocable license to display, use, modify, perform, reproduce, transmit, and distribute any information you send ExpressMD, for any and all commercial and non-commercial purposes. You also agree that ExpressMD is free to use any ideas, concepts, or techniques that you send ExpressMD for any purpose, including, but not limited to, developing, manufacturing, and marketing products that incorporate such ideas, concepts, or techniques.

You are prohibited from posting or transmitting to or from this web site any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any state, federal, or international law. ExpressMD may, but is not obligated to, monitor or review any areas on the web site where users transmit or post Communications or communicate solely with each other, including but not limited to chat rooms, bulletin boards or other user forums, and the content of any such Communications. ExpressMD, however, is not responsible for the accuracy of any such Communications and will have no liability related to the content of any such Communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise.

Privacy Policy

Information submitted to ExpressMD through forms on their World Wide Web Servers is governed according to ExpressMD's Privacy Policy. Our Privacy Policy is available for your review on the ExpressMD website.

Links to Third Party Sites

Web sites linked to by ExpressMD are not under the control of ExpressMD and ExpressMD is not responsible for the content of any linked site or any link contained in a linked site.

ExpressMD reserves the right to terminate any link or linking program at any time. ExpressMD does not endorse companies or products to which it links and reserves the right to note as such on its web pages. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk. ExpressMD makes no representations about third-party web sites. ExpressMD is not responsible for the reliability of any data, opinions, advice, or statements made on third-party sites. ExpressMD provides these links merely as a convenience.

Products and Services Availability

This web site can be accessed from countries around the world and may contain references to ExpressMD services, programs, and products that have not been announced in your country. These references do not imply that ExpressMD intends to announce such services, programs, or products in your country.

Linking to ExpressMD's Web Site

ExpressMD permits anyone to link to ExpressMD's web site subject to the linker's compliance with the following terms and conditions: A site that links to ExpressMD's web site:

1. May link to, but not replicate, content contained in ExpressMD's site;
2. Must not create a border environment or browser around content contained in ExpressMD's site;
3. Must not present misleading or false information about ExpressMD's services or products;
4. Must not misrepresent ExpressMD's relationship with the linker;
5. Must not imply that ExpressMD is endorsing or sponsoring the linker or the linker's services or products;
6. Must not use ExpressMD's logos or trade dress without prior written permission from ExpressMD;
7. Must not contain content that could be construed as obscene, libelous, defamatory, pornographic, or inappropriate for all ages;
8. Must not contain materials that would violate any laws;
9. Must agree that the link may be removed at any time upon ExpressMD's request pursuant to ExpressMD's reserved rights to rescind its consent to allow the link.

Third-party Products and Services

The ExpressMD web site contains mention of third-party products and services for informational purposes. ExpressMD makes no recommendations or endorsements about third-party products and services. References to third-party services and products are provided by ExpressMD "as is", without warranty of any kind, either express or implied.

Governing Law and Jurisdiction

You agree that all matters relating to your access to, or use of, this web site shall be governed by the laws of the state of New Jersey. You agree and hereby submit to the exclusive personal jurisdiction and venue of the state courts of New Jersey and the United States District Court for the District of New Jersey, with respect to such matters.

Export Control Laws

Product, including software and documentation, available on the ExpressMD web site is subject to export controls administered by the United States and other countries. Diversion contrary to U.S. law is prohibited. Export, re-export or import of certain product may require action on your behalf prior to purchase and it is your responsibility to comply with all applicable international, national, state, regional and local laws, and regulations, including any applicable import and use restrictions. ExpressMD product is currently prohibited for export or re-export to Cuba, North Korea, Iran, Iraq, Libya, Syria and Sudan or to any country subject to relevant trade sanctions. By downloading or using product from this site, you are agreeing to the foregoing and all applicable export control laws. You are also warranting that you are not under the control of, located in, or a resident or national of any such country or on any such list.

United States Government Rights

All ExpressMD products and publications are commercial in nature. The software, publications, and software documentation available on this web site are "Commercial Items", as that term is defined in 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined in the relevant sections of the Code of Federal Regulations, as applicable. ExpressMD's publications, commercial computer software, and commercial computer software documentation are distributed and licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in the license agreements that accompany the products and software documentation, and the terms and conditions herein.

General

These Terms represent the entire understanding relating to the use of the Web Site and prevail over any prior or contemporaneous, conflicting or additional, communications. ExpressMD has the right to revise these Terms at any time without notice by updating this posting. Any rights not expressly granted herein are reserved by ExpressMD.