

## TERMS OF SERVICE

Daniel Man, M.D. operates the websites (the “**Site**”) in accordance with these terms of service (the “**ToS**”, or “**Terms of Service**”). Any person wishing to access the Site whether to browse or use any of the services made available by us or our affiliates (the “**Services**”) must accept these Terms of Service as well as Daniel Man, M.D. Privacy Policy incorporated within this ToS, and any other policies, guidelines and instructions posted on any Site from time to time (collectively, this “**Agreement**”). For purpose of this Agreement, the terms “Daniel Man, M.D.”, “**Company**”, “**we**” or “**us**” refer to Daniel Man, M.D.

IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE AND THE PRIVACY POLICY OR OTHER POLICIES, GUIDELINES OR INSTRUCTIONS POSTED ON A SITE, DO NOT USE THE SERVICES OR THE SITE.

We reserve the right to change any of the terms of this Agreement and in any policies, guidelines or instructions governing any of our Sites or Services at any time and in our sole discretion. Any changes will be effective upon posting on a Site. You are responsible for periodically checking for the most current terms that apply to your transactions on a Site.

YOUR CONTINUED USE OF A SITE AND THE SERVICES FOLLOWING THE POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES. IF YOU DO NOT AGREE TO THE CHANGES, DO NOT CONTINUE TO USE THE SERVICES OR THE SITE.

### **Use of the Site**

The information provided on this Site is for general informational and educational purposes. Certain sections of this Site are intended for particular audiences including physicians, consumers, academics, vendors, patients, as well as members of the health care community and the general public. Your access to and use of the information contained in this Site is subject to this Terms of Service Agreement. By accessing and using this Site, you accept, without limitation or qualification, to this Terms of Service Agreement.

### **The Site Does Not Provide Medical Advice**

The contents of the Daniel Man, M.D. Site, such as text, graphics, images, information obtained from Daniel Man, M.D., Daniel Man, M.D. licensors, and other material contained on the Daniel Man, M.D. Site (“**Content**”) are for information purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any question you may have regarding a medical condition.

## **Overview**

Daniel Man, M.D. Site serves as an information portal for users to explore the services offered by Daniel Man, M.D. (collectively referred to as “**Offerings**”). Services may be offered by Daniel Man, M.D. itself or by a third party partner/service provider. Unless otherwise stated, this Agreement applies to all Services.

## **Daniel Man, M.D. Code of Ethics**

Visitors to our Sites and users of the Services will operate in a lawful, ethical and professional manner. Visitors and users shall conduct themselves in a fair, responsible and businesslike manner at all times and will avoid any discourteous, deceptive, misleading or unethical practices.

Examples of unethical or illegal activities include, but are not limited to the following:

- False, misleading or disparaging statements of any kind including but not limited to about Daniel Man, M.D. or its affiliated entities or any person or entity using the Site or the Services;
- Any unauthorized use of the name, logo, trademark or copyrighted material of Daniel Man, M.D. its affiliated entities or any other person or entity;
- Violation of any federal, state or local laws or regulations;
- “Spamming” is the abuse of electronic messaging systems to indiscriminately send unsolicited bulk messages. While the most widely recognized form of spam is e-mail spam, the term is applied to similar abuse in other media, such as but not limited to, instant messaging, Usenet newsgroups, web search engines, spam in blogs, wiki spam, mobile phone messaging spam, Internet forum spam, and junk fax transmissions. Spamming is strictly prohibited by Daniel Man, M.D. and will result in the immediate termination of your account or access to our Site. Spamming may also be illegal under applicable laws and may subject you to civil or criminal penalties.

## **Eligibility**

Our Site and Services are not intended for use by children. You may only access the Site and use the Services if you are of legal age to lawfully form a binding contract. Regardless of your age, if you are prohibited from receiving Daniel Man, M.D. Services under the laws of your country of residence or the laws of any other applicable jurisdiction you may not access or use the Site or the Services. If you are not at least 18 years old, and do not have your parents' permission to use the Site, you may not access the Site or use any Services. By using our Sites or Services, you affirm that you are at least 18 years of age. In the event you are under the age of 18, you affirm that you have obtained parental consent.

## **Registration – Patient Portal / Online Bookings**

You may browse the Site and view some content without registering, but as a condition to using the Patient Portal, you will be required to provide your full name and e-mail address and a brief summary of the medical issues in which you are seeking treatment for. You must provide Daniel

Man, M.D. with accurate, complete, and updated registration information. Failure to do so will constitute a breach of this Agreement and may result in immediate termination of your account. In any case Arcara reserves the right to refuse registration or cancel an account in its sole discretion. You are solely responsible for activity that occurs on your account and are responsible for maintaining the confidentiality of your password and account information (where applicable). You will immediately notify Daniel Man, M.D. in writing of any unauthorized use of your account or any other account related security breach of which you are aware. You will NOT:

- use a name that incorporates a URL or name of another entity or person with the intent to impersonate that person or that is otherwise subject to any rights of another person without appropriate authorization;
- use a name that incorporates a URL or name that is offensive, vulgar or obscene;
- use another user's account without express permission;
- create accounts using automated methods;
- use the Site for any illegal activities; or
- use the Site for the distribution of unsolicited email ("spam") or any other malicious content.

## **Offerings**

Daniel Man, M.D. provides a number of Offerings for users on its Site. A full list of Offerings provided can be viewed at <https://www.drman.com>. Although Daniel Man, M.D. works hard to provide quality Offerings, you understand and acknowledge that we cannot promise or guarantee specific results from using our Site or Offerings referenced or made available on the Site.

You understand and agree that temporary interruptions of the Site may occur as normal events that are out of our control. You also understand and agree that we have no control over the third-party networks or services that we may use to provide you with Offerings. You agree that the Offerings on this Site are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

## **Fees and Payments**

It is free to browse <https://www.drman.com> as well as to view the Offerings provided on <https://www.drman.com>. However, our Site may offer the opportunity to join a Patient Portal. If you choose to enroll in one or more of our Daniel Man, M.D. Offerings provided on our Sites, you agree to pay all fees associated with the Offerings.

When you order a product you have an opportunity to review and accept the fees that will be charged. Prices, availability, and other purchase terms are subject to change. Daniel Man, M.D. reserves the right without prior notice to discontinue or change specifications and prices on products offered on and outside of the Site without incurring any obligation to you. All fees may be subject to taxes.

You are responsible for providing true, accurate, current, and complete information when ordering products through the Site or otherwise. If you use the Site or other means to purchase a product, payment must be received prior to acceptance of an order. Daniel Man, M.D. may need to verify information you provide before Daniel Man, M.D. accepts your order, and may cancel or limit your order any time after it has been placed. If payment has already been made and your order is cancelled or limited, Daniel Man, M.D. will refund any payment you made for the product that will not be shipped due to cancellation or limitation of an order in the same tender as the original purchase.

If, for any reason, your credit card company declines or otherwise refuses to pay the amount owed for the products you have purchased, you agree that we may, at our option, suspend or terminate delivery of products and may require you to pay any overdue amounts incurred (including third-party chargeback fees or penalties) by other means acceptable to us. In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

Purchases of other products and services through Daniel Man, M.D. may be subject to other terms and conditions that are presented to you at the time of purchase.

### **No Automated Querying**

You may not send automated queries of any sort to Daniel Man, M.D. Site or systems without express permission in advance from Daniel Man, M.D. Note that "sending automated queries" includes, among other things:

- using any software which sends queries to Daniel Man, M.D. to determine how a website or webpage "ranks" on the Site for various queries;
- "meta-searching" Daniel Man, M.D. or any of its Sites; and
- performing "offline" searches on our Sites.

Please do not request permission to "meta-search" Daniel Man, M.D. for a research project, as such requests will not be granted.

### **User Conduct**

Your use of the Site, (whether accessed via the Web or through a mobile application), is subject to all applicable laws and regulations, and you are solely responsible for any comments or posts you leave on our Sites, Blogs or Social Media Websites. Daniel Man, M.D. does not control content posted and does not guarantee the accuracy, integrity or quality of the content. In using the Site or the Services you may be exposed to content that you may find offensive, indecent or objectionable. Under no circumstances will Daniel Man, M.D. be liable in any way for any content, including but not limited to any errors or omissions in any content or any loss or damage of any kind incurred as a result of the use of any content posted or otherwise made available via the Site or the Services.

Your use of software made available by Daniel Man, M.D. is subject to any license agreement or user agreement that accompanies or is included with the software, the download and upload processes and documents that accompany the software (“**License Terms**”). In the event that software is provided on or through the Site and is not licensed for your use through License Terms specific to the software, you may use the software subject to the following: (a) the software may not be modified or altered in any way; and (b) the software may not be redistributed.

You agree NOT to use the Site or the Services to:

- upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or that harm minors in any way;
- impersonate any person or entity, including, but not limited to, a Daniel Man, M.D. representative, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site or the Services;
- upload, post, email, transmit or otherwise make available any content that you do not have a legal right to make available;
- upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," or any other form of solicitation or promotion;
- upload, post, email, transmit or otherwise make available any material that contains malicious software;
- interfere with or disrupt the Site or Services or servers or networks connected to the Site or the Services;
- violate any applicable laws or any regulations having the force of law; or
- "stalk" or otherwise harass another person.

Daniel Man, M.D. has the right (but not the obligation) in its sole discretion to screen, refuse, move or remove any content that violates this Agreement or is otherwise objectionable.

You bear all risks associated with the use of any content on the Site or in connection with the Services including any reliance on the accuracy, completeness, or usefulness of such content.

You acknowledge that Daniel Man, M.D. may access, preserve and disclose your account information and content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the provisions of this Agreement; (c) respond to claims that any content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Daniel Man, M.D. its users and the public.

The Services and software embodied within the Service may include security components that permit digital materials to be protected. The use of these materials is subject to usage rules set by Daniel Man, M.D. and/or its technology providers. You may not attempt to override or circumvent any of the usage rules embedded in the Services.

## **Representations and Warranties**

For each piece of content that you submit, you represent and warrant that: (i) you have the right to submit the content to Daniel Man, M.D. and grant the licenses set forth above; (ii) Daniel Man, M.D. will not need to obtain licenses from any third party or pay royalties to any third party; (iii) the content does not infringe on any third party's rights, including intellectual property rights and privacy rights; and (iv) the content complies with this Agreement and all applicable laws.

## **Intellectual Property**

All content included on the Site and in connection with the Services such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software, is the property of Daniel Man, M.D. or its content suppliers and is protected by international copyright laws. All software used on this site is the property of Daniel Man, M.D. or its software suppliers and is protected by international copyright laws. All of the trademarks, service marks, logos, brand and trade names appearing on the Site are the proprietary intellectual property of the owners of such marks, logos or names and you may not use, modify, remove or otherwise infringe any of such proprietary intellectual property. Daniel Man, M.D. retains full ownership rights with respect to the Site and the Services including but not limited to design, functionality, and documentation. You may not copy, edit, or reproduce any part of the Site or the Services.

## **Copyright**

The Digital Millennium Copyright Act provides protections to Daniel Man, M.D. relating to material posted online at the discretion of users of our Sites. If you are a copyright owner and believe that any content on our Site infringes your copyrights you may inform us by submitting a notice including the information listed below in a writing addressed to:

Daniel Man, M.D.  
851 Meadows Road, Suite 222  
Boca Raton, Florida 33486

- a specific description of the alleged infringement and the copyrighted work that you believe has been violated;
- the exact location of the infringing material on the Site;
- your contact information; and
- a statement by a person authorized to take action on behalf of the owner of the copyright certifying that the information provided is true and correct.

**You will defend, indemnify and hold harmless Daniel Man, M.D. and its affiliates (and their respective employees, directors, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses (including reasonable attorneys' fees) that arise out of or relate to: (i) your use of the Site or the Services; (ii) any actual or alleged breach of your representations, warranties, or obligations set forth in this Agreement; (iii) any content you provide including but not limited to any actual or alleged infringement of any intellectual property or proprietary rights of any third party.**

### **Limitation of Liability**

**Daniel Man, M.D. will not be liable for direct or indirect damages of any kind, including without limitation incidental, punitive or consequential damage or loss arising out of or in connection with this Agreement, the Site, the Services, inability to use the Site or the Services, or resulting from any goods or services obtained or messages received or transactions entered into through the Site or the Services.**

### **Disclaimer of Warranties**

**The Site and the Services are provided on an “as is” and “as available” basis. Daniel Man, M.D. makes no representations or warranties of any kind, express or implied, concerning the Site, the Services or the content thereof. To the fullest extent permissible under applicable law Daniel Man, M.D. disclaims any and all such warranties including without limitation:**

- Any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement;**
- That the Site or the Services will meet your requirements, will always be available, accessible, uninterrupted, timely, secure, or operate without error;**
- That the information, content and materials included on the Site will be as represented;**
- Any implied warranty arising from course of dealing or usage of trade; and**
- Any obligation, liability, right, claim or remedy in tort, whether or not arising from the negligence of Daniel Man, M.D.**

### **Third Party websites**

**This Site may redirect or link to other websites on the Internet, or may otherwise include references to information, products or services made available by unaffiliated third parties. While we make every effort to work with trusted, reputable providers, from time to time such sites may contain information, material or policies that some may find inappropriate or personally**

objectionable. You understand that we are not responsible for the accuracy, completeness, decency or legality of content hosted by third party websites, nor are we responsible for errors or omissions in any references made on those websites. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with the Site or party by us, or any warranty of any kind, either expressed or implied. You are solely responsible for and assume all risk arising from your access to and/or use of any such linked websites.

### **Electronic Delivery of Notices**

By using the Site or the Services you consent to electronically receive from Daniel Man, M.D. any communications including notices, agreements, legally required disclosures or other information in connection with the Services. Daniel Man, M.D. may also provide such notices by posting them on the Site. If you desire to withdraw your consent to receive notices electronically you must discontinue your use of Site and the Services.

### **Venue and Applicable Law**

Daniel Man, M.D. Sites are created, operated and controlled by Daniel Man, M.D. in the State of Florida, United States of America. This agreement shall be interpreted, construed, enforced and governed by and in accordance with the laws of the State of New York, and that the Courts of the State of Florida be the Courts of Jurisdiction and Venue for any litigation, special proceeding or other proceedings that may be brought, or arise out of, in connection with, or by reason of this Agreement. Each party hereby consents to the jurisdiction of such Courts.

### **Severability**

In the event that any provision of this Agreement is held to be invalid or unenforceable the remaining provisions of this Agreement will remain in full force and effect.

### **Waiver**

Daniel Man, M.D. will not be considered to have waived any of rights or remedies described in this Agreement unless the waiver is in writing and signed by Daniel Man, M.D. No delay or omission by us in exercising our rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of Daniel Man, M.D. right to subsequently enforce such provision or any other provisions of this Agreement.

### **Relationship of Parties**

Daniel Man, M.D. is not your agent, fiduciary, trustee, or representative. Nothing expressed or implied in this Agreement is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this

Agreement. This Agreement is intended for the sole and exclusive benefit of Daniel Man, M.D. and you.

### **International Use**

Although this Site may be accessible worldwide, we make no representation that materials on this Site are appropriate or available for use in all locations outside the United States. Those who choose to access our Sites from other locations do so on their own initiative and at their own risk. If you choose to access this Site from outside the United States, you are responsible for compliance with local laws in your jurisdiction, including but not limited to, the taxation of products purchased over the Internet. Any offer for any product, service, and/or information made in connection with this Site is void where prohibited.

### **No Resale Right**

You agree not to sell, resell, reproduce, duplicate, distribute, copy, or use for any commercial purpose any portion of this Site, or use of or access to this Site or Offerings provided through this Site, beyond the limited rights granted to you in these Terms.

### **Force Majeure**

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and Offerings available through our Site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to: labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

### **Entire Agreement**

This Agreement, including any provisions incorporated by reference constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes and cancels all prior and contemporaneous agreements, claims, representations, and understandings of the parties in connection with the subject matter hereof.

Last Updated: November 10, 2017