

TeleSpecialists/Stroke Coordinator Resource Page (SCRP) Websites & Forums

Terms & Conditions

Thank you for visiting TeleSpecialists/SCRP's website. The following Terms and Conditions, the Privacy Policy and all other stated rules govern the use by you of strokecoordinatorresources.com, tstelemed.com, TeleSpecialists/SCRP Communities and any other websites TeleSpecialists/SCRP may launch from time to time (collectively the "website"). The following Terms and Conditions also govern the use by you of TeleSpecialists/SCRP blogs, listservs, message boards, social networking sites and other commenting forums (collectively the "forums").

Legal Contract

The Terms and Conditions, Privacy Policy and all other stated rules constitute a legally binding agreement between you and TeleSpecialists/SCRP. Your use of the website and/or forums constitutes your agreement and acceptance to be bound by and comply with the Terms and Conditions, Privacy Policy and all other stated rules. **If you do not agree to the Terms and Conditions you must immediately terminate use of the website and/or forums.**

TeleSpecialists/SCRP reserves the right to make changes to the Terms and Conditions, Privacy Policy and all other stated rules at its sole discretion. TeleSpecialists/SCRP may make improvements and/or changes in the product(s), service(s), and/or the literature, information, text or content described on the website and forums at any time. Your use of the website constitutes your acceptance of these changes.

Your Legal Obligations Regarding Content

You, and not TeleSpecialists/SCRP, are entirely responsible for all content that you upload, post (whether on a blog, listserv, message board, TeleSpecialists/SCRP social networking site, including Facebook, Instagram, Pinterest, Twitter, and LinkedIn, or other commenting forum), or email or otherwise transmit via the website.

Rules of Conduct – Blogs, Listservs, Social Networking Sites and Other Commenting forums

We welcome and encourage open discussions on blogs, listservs, social networking sites or other commenting forums and look forward to your participation. However, you must follow various legal parameters. By choosing to participate in any blog, listserv, message board, social networking site or other commenting forum you must comply with all laws. Note that third party sites, such as Facebook, Twitter and LinkedIn, are governed by the terms and conditions and privacy policies of these third parties.

You alone are responsible and liable for any consequences of any posting. TeleSpecialists/SCRP is not responsible or liable for any material posted by any third party. Please note the following rules of conduct:

- Do not post any materials that violate any federal or state laws, including but not limited to libel, slander, antitrust, trademark, copyright, patent or unfair competition;
- Do not advocate or discuss illegal activity;

- Do not post anything which could encourage or facilitate discussions or any agreement that either expressly or impliedly leads to price fixing, a boycott of another's business, or other conduct intended to illegally restrict free trade;
- Do not post anything that could encourage or facilitate discussions about salaries, prices, discounts, terms of sales, profits, profit margins, cost data or market shares;
- Do not post any materials that do not pertain to the discussion, topic or theme of the forum;
- Do not Infringe upon a third-party copyright, nor invade the privacy or publicity rights of others;
- Do not post anything protected by copyright without the permission of the copyright owner;
- Do not post anything that is knowingly false, defamatory, profane, vulgar, obscene, threatening, abusive, hateful, bigoted, racially offensive, pornographic, embarrassing or that has any potential to cause any harm or damage to anyone as determined by TeleSpecialists/SCRP in its sole discretion;
- Do not post anything of a sexual nature;
- Do not use the website for junk mail, spam, chain letters or pyramid schemes;
- Do not impersonate anyone or misrepresent who you are;
- Do not advertise, sell or solicit others;
- Do not use any forum for any commercial purposes, even if you disclose that you are doing so;
- Do not post personally identifiable information or financial information.

TeleSpecialists/SCRP has no obligation to, and does not in its normal course, prescreen, monitor or review the materials posted online. TeleSpecialists/SCRP does not exert editorial control over any materials posted online. TeleSpecialists/SCRP reserves the right to prescreen, monitor and/or review all materials posted and suspend access as TeleSpecialists/SCRP deems appropriate. TeleSpecialists/SCRP is not responsible for any such materials posted. TeleSpecialists/SCRP reserves the right to disclose any information to satisfy any legal, regulatory or governmental request. In its sole discretion, TeleSpecialists/SCRP reserves the right to refuse to post or remove a post, but due to the real-time nature of postings, it is impossible to prescreen, review or monitor every post. Posters who violate these terms and conditions may, among other things, have their message board privileges revoked. However, TeleSpecialists/SCRP assumes no liability or responsibility to users or any other person or entity for performance or nonperformance of the aforementioned activities.

To report violations of these terms and conditions, including copyright issues, please contact TeleSpecialists' General Counsel at 239-208-2206.

YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL TELESPECIALISTS/SCRP BE LIABLE FOR ANY CONTENT, INCLUDING BUT NOT LIMITED TO, INACCURACIES, ERRORS OR OMISSIONS, ANY CONTENT THAT IS OBJECTIONABLE IN ANY WAY, INCLUDING ANYTHING OFFENSIVE, INDECENT, DEFAMATORY, OR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF YOUR USE, RELIANCE, READING, OR VIEWING OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, STORED OR OTHERWISE ACCESSED OR MADE AVAILABLE OR KNOWN TO YOU.

Lawful Purpose

The website and forums may be used only for lawful purposes. As one of the conditions of your use of the website and forums, you represent, warrant, and agree that you will not use (or assist others to use) the website and forums for any purpose or in any manner that is prohibited by these terms, conditions and notices or by applicable law (including but not limited to any applicable export controls).

Passwords/Security

If you have been provided with a username and password to access sections of the website and/or forums, you understand and agree that your username and password is unique to you and the username and password cannot be shared with or used by anyone other than yourself. You agree that you will not provide anyone else other than yourself with access to the website and/or forums via your username and password. If you do not have a valid username and password, you are not authorized to use or access password protected areas.

No Health or Legal Advice and Disclaimer as to the Accuracy of Information

The information TeleSpecialists/SCRIP provides on the website and forums is provided for informational purposes only. While TeleSpecialists/SCRIP makes every effort to present accurate and reliable information, TeleSpecialists/SCRIP does not represent, warrant, endorse, approve or certify any information displayed, uploaded, downloaded or distributed through the website and forums, nor does it guarantee the accuracy, completeness, efficacy, or timeliness of such information.

The information on the website and forums is not legal, health care, financial, accounting or other professional advice on any subject matter and is not a substitute for professional advice. You should not act upon this information without consulting with an appropriate professional and in this context you should consult with your own attorney for specific legal advice on your particular facts and circumstance and you should seek the advice of a health care professional in all matters relating to your health.

It is your responsibility to evaluate text, content, opinions, statements, suggestions, strategies, tactics, or other information available through the website and forums. Use of such information is voluntary, and reliance on it should only be undertaken after an independent review by qualified experts. Under no circumstances will TeleSpecialists/SCRIP be liable for any damage caused by reliance upon information obtained through the website and forums. Any reliance upon any information is at your own risk.

You hereby warrant and represent that you are at least eighteen (18) years of age (21 in some jurisdictions) and have the legal capacity to use this website and forums. TeleSpecialists/SCRIP makes no representation or warranty that the content published on the website and forums complies with the local laws of your jurisdiction. You are solely responsible for knowing and understanding your local laws concerning content legality. If you are unable to make the representations and warranties contained herein, do NOT use the website and forums.

Disclaimer – Third Party Content

TeleSpecialists/SCRIP acts as a passive conduit for distribution and publication of user-generated content. TeleSpecialists/SCRIP is not responsible for the information, comments, attitudes,

beliefs, opinions, etc. expressed by any third party. You understand that any message posted online expresses only the views of the poster and does not reflect the views of TeleSpecialists/SCRP. TeleSpecialists/SCRP does not control the content and does not guarantee the accuracy or quality of any such content. By using the website and forums, you may be exposed to materials that are offensive, indecent, defamatory or otherwise objectionable.

Limitation of Liabilities

Under no circumstances, including but not limited to negligence, shall TeleSpecialists/SCRP and its subsidiaries, affiliates, officers, agents and employees be liable for any direct, indirect, special, incidental, punitive or consequential damages of any kind, or any damages whatsoever, including, but not limited to, damages for loss of profits, goodwill, data or other intangible losses, resulting from the use or the results of the use of the services or content offered on the website and forums, from statements or conduct of any third party using the website and forums, or from failure of performance, error, mistake, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, mistakes, inaccuracies or typographical errors, acts of god/acts of nature/acts of terrorism, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of this website and forums, or any other matter relating to the website and forums, whether for breach of contract, tortious behavior, antitrust, negligence, or under any other cause of action or theory of liability.

Disclaimer of Warranties

All information on the website and forums is provided “as is” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TELESPECIALISTS/SCRP DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPARABILITY, SECURITY AND ACCURACY. TELESPECIALISTS/SCRP WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS WEBSITE AND FORUMS, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES.

ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEB SITE AND FORUMS IS AT YOUR OWN RISK AND IS AT YOUR DISCRETION. ANY DAMAGE TO YOUR COMPUTER OR THE DATA IS YOUR SOLE RESPONSIBILITY.

TeleSpecialists/SCRP does not warrant that the website and forums will be uninterrupted or free of technical or other inaccuracies, mistakes, or typographic or other errors, that defects will be corrected, or that the website or server that makes the website available or the forums are free of viruses or other harmful elements.

Release and Indemnity

You agree to indemnify and hold TeleSpecialists/SCRP and its subsidiaries, affiliates, officers, agents and employees, harmless from and against any and all claims or liability, including costs

and attorney's fees, arising from or in connection with your use of the website and forums or anything related to the website and forums, your violation of this Agreement, or your violation of any rights of another or your failure to abide by applicable law. You hereby release and waive any and all claims and/or liability against TeleSpecialists/SCRP and its subsidiaries, affiliates, officers, agents and employees arising from or in connection with your use of the website and forums or anything related to the website and forums. We reserve, and you grant us, the right to assume exclusive defense and control of any matter otherwise subject to indemnification by you. This Section shall survive termination of this Agreement.

Statute of Limitations

Regardless of any statute or law to the contrary, you must file any claim or cause of action arising out of or related to the website and/or forums within one (1) year after such claim or cause of action arose or be forever barred. This Section shall survive termination of this Agreement.

Links, Ads, Vendors and Third-Party Materials

The website and forums may contain links to third-party web sites, banner ads, vendor lists and other third-party materials that TeleSpecialists/SCRP does not own or control.

TeleSpecialists/SCRP does not make any representation about any other web site, advertisement, or third-party entity to which you may learn about or access through the website and forums.

When you access another website or company, you do so at your own risk and

TeleSpecialists/SCRP is not responsible for the accuracy or reliability of any information, opinions, statements or advice made on these sites or by these companies. A link to another website or a listing of another company does not constitute TeleSpecialists/SCRP's endorsement of that site or company, nor does TeleSpecialists/SCRP accept any responsibility for the content or uses of other websites or companies.

TeleSpecialists/SCRP assumes no responsibility for errors or omissions in the information or other documents which are referenced by or linked to the website and forums. References to corporations, their services and products, are provided "as is" without any express, implied or other warranties.

TeleSpecialists TwoWay Notification SMS Terms of Service TeleSpecialists Recruiting offers an SMS messaging program that provides physicians with information about career opportunities and recruiting updates.

Individuals may opt in to receive SMS messages from TeleSpecialists Recruiting by submitting their mobile phone number through our website career interest forms, registering at recruiting events, or by texting an opt-in keyword to a designated recruiting phone number.

SMS messages may include recruiting follow-ups, invitations to schedule a conversation with a recruiter, notifications about physician career opportunities, or updates regarding recruiting events.

Message frequency may vary depending on recruiting activity, but recipients generally receive a limited number of messages related to their expressed interest in TeleSpecialists opportunities. Message and data rates may apply.

You may opt out of SMS messages at any time by replying **STOP, END, CANCEL, UNSUBSCRIBE, or QUIT** to any message. For assistance, reply **HELP** or contact TeleSpecialists Recruiting at DERecruiting@tstelemed.com or **239-208-2206** ****Need to verify what phone to include here or if this is fine.**

Mobile information will not be shared with third parties or affiliates for marketing or promotional purposes.

Governing Law

In the event any of the Terms & Conditions shall be held to be unenforceable, the remaining terms and conditions shall be unimpaired and the unenforceable term or condition shall be replaced by such enforceable term or condition as comes closest to the intention underlying the unenforceable term or condition. The website (excluding linked sites) is controlled by TeleSpecialists/SCRP from an office within the State of Florida, United States of America. By accessing the website and forums, you and TeleSpecialists/SCRP agree that all matters relating to the website and forums shall be governed by the laws of the State of Florida, without regard to choice of law principles. You and TeleSpecialists/SCRP also agree that jurisdiction shall be in the State of Florida.

License to Use

By submitting, posting, displaying or providing any information (including, without limitation, questions, comments, suggestions, ideas, drawings, notes, concepts or any other material) to the website and forums, you automatically grant to TeleSpecialists/SCRP, without limitation, a worldwide, unlimited, irrevocable, perpetual, royalty-free license, authorization and permission, in any form or format, on or through any media or medium now known or hereafter developed or discovered, to maintain, use, reproduce, distribute, display, exhibit, perform, publish, broadcast, transmit, modify, prepare derivative works of, reformat, and otherwise use all or any portion of such information, for any purpose whatsoever without accounting, notification, credit or other obligation to you, and the right to license and sub-license and authorize others to exercise any of the rights granted in TeleSpecialists/SCRP 's sole discretion.

You represent to TeleSpecialists/SCRP that you own all information you provide and/or have the unencumbered legal right to grant the above-referenced license with respect to all information you provide. You further represent to TeleSpecialists/SCRP that such information does not infringe any third party copyrights or other third party intellectual property rights. You agree to indemnify TeleSpecialists/SCRP for any and all losses resulting from the invalidity or inaccuracy of such representation. Please do not send any information or post on any forum anything that constitutes a trade secret, or confidential or proprietary information. You agree that any information or materials that you, or individuals acting on your behalf, provide will not be considered confidential or proprietary.

Rights/TELESPECIALISTS/SCRP's Official Logo/Copyright and Reprint Permissions

The content of the website and forums includes, without limitation, (i) TeleSpecialists/SCRP trademarks, logos, service marks, brands, trade names and other distinctive identification; (ii) information, data, directories, materials, computer code, products, services, software applications, text, images, photographs, audio and video materials, podcasts, webinars,

publications, online courses and artwork; and (iii) content contained in, displayed or available through the website and forums (the items in section (i), (ii) and (iii) are collectively referred to herein as "TeleSpecialists/SCRP Content"). TeleSpecialists/SCRP Content is the property of TeleSpecialists/SCRP, its licensors, sponsors, partners, advertisers, content providers or other third parties and is protected by law including, but not limited to, copyright, trade secret and trademark law, as well as other laws, rules and regulations. All rights are reserved. The reproduction, transmission, distribution, sale, publication, broadcast, exploitation, circulation or dissemination of any TeleSpecialists/SCRP Content by you, or by you through any other person or entity, is strictly prohibited unless express written consent is obtained from TeleSpecialists/SCRP or the owner of the content if TeleSpecialists/SCRP is not the owner.