

**TERMS AND CONDITIONS FOR INDIVIDUAL MEMBERSHIP  
TO PRIVATE PRACTICE DOCTORS, LLC**

These Terms and Conditions (“Terms and Conditions” or the “Agreement”) apply to all of the following: (a) transactions between you and Private Practice Doctors, LLC (“PPD”) including, but not limited to, your purchase and/or order of PPD’s membership-based products and services (whether provided by third party vendors or PPD) (collectively, the “Products” and/or “Services”); and (b) your access to and use of text, pictures, graphics, logos, button items, icons, images, works of authorship and other information and all revisions, modifications, and enhancements thereto (the “Content”). This Agreement is solely related to the aforementioned only, and nothing in this Agreement confers any ownership rights or interests of any kind whatsoever in PPD. By entering into this Agreement you expressly acknowledge that you are not an owner or equity holder in PPD, but only entitled to the membership-based products and services set forth herein and subject to these Terms and Conditions.

YOUR ENROLLMENT IN, ACCEPTANCE AND USE OF, AND ACCESS TO, THE PRODUCTS, PRODUCT WEBSITES AND/OR CONTENT ARE SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED HEREIN AND ALL APPLICABLE LAWS AND REGULATIONS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. YOUR ENROLLMENT IN, ACCEPTANCE AND USE OF, AND/OR ACCESS TO, THE PRODUCTS, PRODUCT WEBSITES AND/OR CONTENT CONSTITUTES YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT ORDER, USE OR ACCESS ANY PRODUCTS, PRODUCT WEBSITE, SERVICE OR CONTENT, OR ANY OF THE INFORMATION WITHIN THE PRODUCTS, PRODUCT WEBSITE, SERVICE OR CONTENT.

PPD reserves the right to modify or update this Agreement for any reason, and without notice, from time to time. Online customers are responsible for regularly reviewing these Terms and Conditions so that you will be apprised of any changes, and you should check the Product Websites regularly for updates to these Terms and Conditions. Each time you order, access or use any of the Products, Product Websites, and/or Content, this shall constitute your acceptance and agreement, without limitation or qualification, to be bound by the operative Agreement; provided that you will be prompted to signify your acceptance.

**TERM/TERMINATION**

The term shall commence as of the date you sign this Agreement and shall remain in full force and effect for a period of two (2) years; this Agreement shall automatically renew for additional terms of two (2) years unless either party provides thirty (30) days advanced written notice of its intent to terminate the Agreement prior to the end of the operative term. If you wish to terminate the Agreement in accordance with these Terms and Conditions, please send such notice to the address listed in the notice section hereinbelow.

## **PRICING/FEES**

For membership, you agree to pay PPD a fee of \$200.00 per month, which will be directly withdrawn/ACH debited from your credit or debit account or bank account upon signature of this document and in accordance with the automatic withdraw authorization form which must be completed in conjunction concurrently. Thereafter, PPD will bill you on a monthly basis for the term of the Agreement, as well as any renewal terms (if applicable).

PPD reserves the right to provide notice of its intent to change its fees, provided however that any such change in fees shall only take effect upon thirty (30) days advanced written notice prior to the end of the operative term.

## **CANCELLATION POLICY**

You may cancel this Agreement at no cost to you by notifying PPD within fourteen (14) days of registration. After the fourteenth (14<sup>th</sup>) day, you are bound by the Terms and Conditions set forth herein, and you agree to pay PPD for all fees incurred during the operative term, as may be applicable. You acknowledge that the full suite of Products and Services may not be released for up to ninety (90) days following the execution of this Agreement, and notwithstanding the foregoing, you agree to be bound by this Agreement if you do not cancel in accordance with this section or the Term section noted above.

## **PRODUCTS AND SERVICES/USE THEREOF**

PPD reserves the right to contract with third party vendors to provide the Products and Services on behalf of its members. By entering into this Agreement with PPD, you will be provided with access to the Products and Services, the details of which will be supplied to you following completion of the registration process. If any information you provide is untrue, inaccurate or not current, or if PPD has reasonable grounds to suspect that such information is untrue, inaccurate or not current, PPD, at its sole and absolute discretion, has the right to suspend or terminate your access to, and use of, any Products, Product Websites and/or Content, or suspend or terminate any portion thereof. You further agree that you will not hold PPD liable if PPD suspends or terminates your use of, or access to, any Products, Product Websites or Content, or any portion thereof, for any reason whatsoever. Notwithstanding, in such instance, PPD will return your pro-rata share of any membership fees that you paid, but where the Products, Product Websites and/or Content were not made available based upon the provisions set forth in this paragraph "PRODUCTS AND SERVICES/USE THEREOF" and only this section.

Only the individual who enters into this Agreement with PPD will be entitled to the rights and membership benefits provided hereunder. In the event that PPD determines you are sharing your membership benefits with a non-member or in any other way that violates this Agreement, PPD reserves the right to suspend and/or revoke your membership. In such instance, you agree to immediately pay all membership fees that would be due and owing through the end of the operative term of the Agreement, as may be applicable.

## **GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to its conflict of laws provisions or your actual state or country of residence. The parties agree to submit to the personal and exclusive jurisdiction of the courts

located in the County of Los Angeles, California. In any litigation, arbitration or other proceeding relating to this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

If for any reason a court of competent jurisdiction finds any provision or portion of the Agreement to be unenforceable, the remainder of the Agreement will continue in full force and effect. You shall not assign Agreement or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without PPD's prior written consent. Any such purported assignment or delegation will be null and void and of no force or effect. The provisions of this Agreement shall be deemed to be the result of arms length negotiations between and among the parties, and it shall not be construed strictly for or against any party.

### **ARBITRATION**

YOU UNDERSTAND AND AGREE THAT ALL CLAIMS, DISPUTES OR CONTROVERSIES BETWEEN YOU AND PPD, INCLUDING BUT NOT LIMITED TO PPD's PARENTS, AFFILIATES, SUBSIDIARIES, MANAGERS, OFFICERS, DIRECTORS, OWNERS AND EMPLOYEES, RELATED COMPANIES, AND/OR ANYONE ELSE ACTING ON BEHALF OF PPD, ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS IN TORT OR CONTRACT LAW, CLAIMS BASED UPON ANY FEDERAL, STATE OR LOCAL STATUTE, LAW, ORDER, ORDINANCE OR REGULATION, AND THE ISSUE OF ARBITRABILITY, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION THROUGH ADR SERVICES, INC OR A COMPARABLE ARBITRATION ASSOCIATION AS MAY BE DETERMINED BY THE MUTUAL CONSENT OF THE PARTIES OR BY AN ARBITRATOR. ANY CONTROVERSY CONCERNING WHETHER A DISPUTE IS ARBITRABLE SHALL BE DETERMINED BY THE ARBITRATOR AND NOT BY THE COURT. JUDGMENT UPON ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY ANY STATE OR FEDERAL COURT HAVING JURISDICTION THEREOF. THIS ARBITRATION CONTRACT IS MADE PURSUANT TO A TRANSACTION IN INTERSTATE COMMERCE AND ITS INTERPRETATION, APPLICATION, ENFORCEMENT AND PROCEEDINGS HEREUNDER SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"). NEITHER YOU NOR PPD SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL.

### **MODIFICATION OF PRODUCTS AND/OR SERVICES**

PPD may modify, discontinue and/or terminate any of the Products, Product Websites, Services and/or Content, or any portion thereof, for any reason, at our sole and absolute discretion. Once your membership terminates, you will have no right to use the Products, Product Websites, Services and/or Content. Our proprietary rights, disclaimer of warranties, indemnities, limitations

of liability and miscellaneous provisions shall survive any termination of your membership. PPD may also add Products and Services, which will then be included as part of your monthly membership fees. You agree that PPD will not be liable to you for any modification or discontinuance of any of the Products, Services, Product Websites and/or Content.

#### **NO WARRANTY BY PPD**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE PRODUCTS, PRODUCT WEBSITES AND/OR CONTENT IS ENTIRELY AT YOUR OWN RISK. ALL PRODUCTS, PRODUCT WEBSITES AND/OR CONTENT ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS WITH NO WARRANTIES WHATSOEVER. PPD AND ITS SUPPLIERS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. THE INFORMATION CONTAINED IN THE PRODUCTS, PRODUCT WEBSITES, CONTENT OR OTHER MATERIALS YOU MAY RECEIVE FROM PPD DO NOT CONSTITUTE LEGAL, TAX, ACCOUNTING OR OTHER PROFESSIONAL ADVICE. OTHER THAN THE ITEMS EXPRESSLY AND CLEARLY SET FORTH IN THESE TERMS AND CONDITIONS, PPD MAKES NO WARRANTY THAT: (I) THE PRODUCTS WILL BE PROVIDED ERROR-FREE; (II) THE EXECUTIONS, EFFECTIVENESS, SUCCESS OR RESULTS OF ANY AND ALL THIRD PARTY VENDORS CONTRACTED BY PPD TO PROVIDE SERVICES TO YOU; AND, (III) ANY RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR CONTENT WILL PROVIDE FOR ANY COST SAVINGS BENEFIT OR BE RELIABLE IN NATURE.

#### **INDEMNITY**

You agree to defend, indemnify, and hold harmless PPD from and against any third party claim arising from or in any way related to your use of the Products, Product Websites, Services and/or Content, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

#### **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES WILL PPD BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM OR IN ANY WAY CONNECTED TO YOUR ACCESS AND USE OF, OR INABILITY TO USE, THE PRODUCTS, PRODUCT WEBSITES, CONTENT OR MEMBERSHIP BENEFITS, OR FROM YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE UPON ANY OF THE PRODUCTS, EVEN IF PPD HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. SOME JURISDICTIONS EITHER DO NOT ALLOW OR PLACE RESTRICTIONS UPON THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TYPES OF AGREEMENTS; FOR THESE JURISDICTIONS, THE AFOREMENTIONED LIMITATION ON LIABILITY SHALL APPLY TO THE MAXIMUM DEGREE PERMITTED BY APPLICABLE LAW. IF, NOTWITHSTANDING THE ABOVE, LIABILITY IS IMPOSED UPON PPD, THEN YOU AGREE THAT PPD'S TOTAL LIABILITY TO YOU FOR ANY AND ALL OF YOUR LOSSES OR INJURIES DETERMINED TO BE A DIRECT RESULT OF PPD'S ACTS OR OMISSIONS,

REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE CLAIM, SHALL NOT EXCEED THE COMBINATION OF: (I) THE AMOUNT PAID BY YOU TO PPD FOR THE PRODUCT(S) YOU PURCHASE FROM PPD OR ITS THIRD PARTY VENDORS, AND (II) YOUR MEMBERSHIP FEES. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL PPD BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, TERRORISM (FOREIGN OR DOMESTIC), GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING.

### **TRADEMARKS**

You acknowledge and agree that PPD's name, the PPD Logo, Page Headers and other terms, phrases, graphics, logos, and icons are owned exclusively by PPD under common law and/or are registered trademarks, service marks, and/or trade dress of PPD (collectively "Marks"). You agree you will not use any such Content or Marks for any purpose without the appropriate prior written authorization of PPD. PPD Marks may not be used in connection with any product or service that does not belong to PPD, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits PPD. All other trademarks, product names, or logos not owned by PPD that appear on this Product Website are the property of their respective owners.

### **COPYRIGHTS**

All Content included on the Product Website, such as text, graphics, logos, button items, icons, images, data compilation, is the property of PPD or its suppliers and is protected by United States and international copyright laws. All software used on this site is the property of PPD or its software suppliers and is protected by United States and international copyright laws. Reproduction of such content, in whole or in part, is prohibited without the prior written consent of PPD.

### **SEVERABILITY**

Should any provision or term within this Agreement be declared or rendered invalid, illegal or unenforceable by reason of any existing or subsequently enacted legislation or by decree of a Court of competent jurisdiction, such decision shall not affect the validity of any remaining provisions, which shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

### **NOTICES**

All notices or other communications to PPD hereunder shall be in writing, delivered by: (i) email transmission, (ii) by courier, or (iii) by overnight mail. Notice shall be deemed given when verifiably delivered to the address specified below or such other address as may be subsequently specified in a written notice in accordance with this Section.

Private Practice Doctors, LLC  
435 N. Roxbury, Suite 300  
Beverly Hills, CA 90210  
Info@PrivatePracticeDoctors.com

PPD may provide you with notices regarding the Products, Product Websites, and/or Content or these Terms and Conditions by regular mail, email, or postings to this PPD Website.

**ENTIRE AGREEMENT**

These Terms and Conditions and other policies PPD may post as set forth herein constitute the entire Agreement between PPD and you in connection with your use of the Product Websites (if applicable), the Products, and the Content, and supersede any prior versions of the Terms and Conditions, if applicable. PPD may update these Terms and Conditions from time to time by posting revised Terms and Conditions on the Product Websites without notice to you, and your subsequent use of the Products, Product Web Sites, and/or Content is governed by those new Terms and Conditions. The Terms and Conditions are effective until terminated by PPD or as otherwise set forth in this Agreement. In the event of termination, the Copyrights, Trademarks, Disclaimers, Governing Law, Jurisdiction and Venue, Arbitration, and Limitations of Liability provisions set forth in these Terms and Conditions will survive. In the event of a conflict between any other notice, policy, disclaimer or other term contained in the Product Websites or otherwise, these Terms and Conditions will control. The section headings are for convenience only and do not have any force or effect.

DATED this \_\_\_\_\_<sup>th</sup> day of January, 2012.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_



435 N. Roxbury, Suite 300 • Beverly Hills, CA 90210 • 310-753-5773

### Credit Card Payment Authorization Form

Sign and complete this form to authorize Private Practice Doctors, LLC to debit your account in accordance with the Terms and Conditions attached hereto with respect to your credit card listed below.

By signing this form you give Private Practice Doctors, LLC permission to debit your account for the amount indicated on or after the indicated date, and on a monthly basis thereafter in accordance with the term and/or renewal.

**Please complete the information below:**

I \_\_\_\_\_ authorize Private Practice Doctors, LLC to charge my credit card the  
(full name)  
account indicated below for \$125.00 on or after the date of execution and thereafter on a monthly basis as set forth in the attached Terms and Conditions. This payment is for my monthly membership fee in Private Practice Doctors, LLC pursuant to the attached Terms and Conditions.

Billing Address \_\_\_\_\_ Phone# \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Email \_\_\_\_\_

Account Type: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> AMEX <input type="checkbox"/> Discover
Cardholder Name _____
Account Number _____
Expiration Date _____
CVV2 (3 digit number on back of Visa/MC, 4 digits on front of AMEX) _____

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above and in the attached Terms and Conditions. This payment authorization is for the goods/services described above, for the amount indicated above. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company so long as the transaction corresponds to the terms indicated in this form and the corresponding Terms and Conditions.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_