

GMA Medical Billing & Accounting Service Terms and Conditions of Use

1. AGREEMENT

By accessing this web site, you agree that these Terms and Conditions form a binding agreement between you and GMA Medical Billing & Accounting Service, (hereafter referred to as "GMA"). If you do not wish to be bound by these Terms and Conditions, do not use this web site. GMA reserves the right to change these Terms and Conditions at any time; This Agreement does not convey to you any interest in or to the service or any associated intellectual property rights, but only a limited right of use revocable in accordance with the terms of this Agreement. Accordingly, you should review these Terms and Conditions each time you view the web site. Your continued use of this web site signifies that you agree to be bound by these Terms and Conditions as they are amended.

2. PROFESSIONAL DISCLAIMER

The contents of the web site, such as text, graphics, images, information obtained from GMA, and other material ("Content") is for informational purposes only. Any information furnished on this web site is not intended nor implied to be professional advice and is not intended to replace personal consultation with a qualified physician, pharmacist, other health care professional, an accountant, or an attorney, as applicable. GMA has not examined all Content for accuracy, timeliness, completeness, appropriateness, or helpfulness. GMA does not endorse any specific tests, products, procedures, opinions, or other information that may be mentioned on this web site. Your reliance upon information and Content obtained by you at or through this web site is solely at your own risk. We assume no liability or responsibility for damage or injury (including death) to you, other persons, or property arising from any use of any product, information, idea, or instruction contained in the Content.

3. LIABILITIES AND WARRANTY

IN NO EVENT SHALL GMA BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, PERSONAL INJURY/WRONGFUL DEATH LOST PROFITS, OR DAMAGES RESULTING FROM THE DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF ANY DATA OR BUSINESS INTERRUPTION) RESULTING FROM YOUR USE OR INABILITY TO USE THE WEB SITE OR THE CONTENT WHETHER OR NOT GMA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. You acknowledge that in connection with the web site, information will be transmitted over local exchange, inter exchange and Internet backbone carrier lines and through routers, switches and other devices owned, maintained and serviced by third party local exchange and long distance carriers, utilities, Internet service providers and others, all of which are beyond the control and jurisdiction of GMA and its suppliers. Accordingly, GMA assumes no liability for or relating to the delay, failure, interruption

or corruption of any data or other information transmitted in connection. You acknowledge that the information on the web site is provided "AS IS" for general information only. **GMA DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY KIND REGARDING THIS WEB SITE OR THE INFORMATION IN IT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF ACCURACY, COMPLETENESS, CURRENCY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THESE PAGES, OR THE SERVER THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS.** GMA reserves the right to change or discontinue at any time any aspect or feature of this web site.

4. COPYRIGHTS AND OTHER PROPRIETARY RIGHTS

The Content consists of copyrighted works proprietary to GMA, or its suppliers. Unless otherwise noted, all materials on this site (including without limitation any software and all text, HTML markup, graphics, graphic elements, video, and audio) are copyright © 2002. All materials appearing on the GMA website or related file servers may not be reproduced or stored in any retrieval system without prior written permission from GMA. Material available through this site may not be used for any commercial purposes without the express prior written permission of the copyright holder.

5. POSTING

You agree that you will not post any communications or content of any type that infringe or violate any rights of any party. By submitting communications or content to any part of this web site, you agree that such submission is non-confidential for all purposes. If you post such communications or content, you automatically grant-or warrant that the owner of such content has expressly granted- GMA a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to include the work on the web site and to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display the communication or content in any media or medium, or any form, format or forum now known or hereafter developed.

6. APPLICABLE LAW AND VENUE

By accessing this web site both you and GMA agree that the statutes and laws of the State of Texas, without regard to conflicts of laws principles thereof, will apply to all matters arising from or relating to use of this web site, except where preempted by the federal laws of the United States of America, in which case such U.S. federal law will apply. You and GMA also agree and hereby submit to the exclusive personal jurisdiction and venue of any state court in the State of Texas, with respect to such matters. Those who choose to access this web site from outside the United States do so on their own initiative and are responsible for compliance with local laws.

7. SEVERABILITY

If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.

8. SURVIVAL

The following provisions of these Terms and Conditions shall survive the expiration or termination of these Terms and Conditions: Warranty and Liability, Applicable Law and Venue, Severability, Survival, and Venue, Indemnification, Waiver, Service Agreement, Fee and Charges, Sales Promotions, Sales and Purchases, Refunds, Fee and Charges, and Complete Agreement.

9. WAIVER

Any waiver of any of these Terms and Conditions shall not operate or be construed as a continuing waiver of such term or condition or any other term or condition.

10. INDEMNIFICATION

You agree to defend, indemnify and hold GMA, its officers, directors, employees, agents, licensors and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from (1) your breach of these Terms and Conditions or (2) your unauthorized or unlawful use of this web site or the Content.

11. SERVICE AGREEMENT

These Terms and Conditions govern your general access of and use of the web site, however, your use of any other services offered by GMA or is also governed by your agreement with GMA or its relating to the provision of such services (the "Service Agreement"). You must enter into an independent Service Agreement in order to receive such services. In the event that any provision of these Terms and Conditions conflicts with any provision of the Service Agreement, the Service Agreement will control.

12. FEES AND CHARGES

The fees and charges for accessing or otherwise using the Services will be posted on the GMA website and certain aspects of the fees and charges may be increased or decreased from time-to-time at GMA discretion, as stated herein. Currently there is no charge for use of the Website. **PLEASE CHECK THE FEE AND CHARGE LISTING ON THE PRODUCT WEBSITE BEFORE EACH USE TO ASCERTAIN THE CURRENT FEES AND CHARGES FOR THE SERVICE. ALL AMOUNTS NOT PAID TO**

GMA WHEN DUE WILL BEAR INTEREST IN U.S. DOLLARS AT A RATE EQUAL TO THE LESSER OF (a) 18% PER YEAR OR (b) THE MAXIMUM LAWFUL INTEREST RATE PERMITTED UNDER APPLICABLE LAW. You agree to reimburse GMA in full for all costs, expenses, and attorneys' fees incurred by GMA in collecting overdue amounts.

13. SALES PROMOTIONS.

From time to time GMA may make available special sales incentives and promotions. Not all promotions are available to all users of the Website. Promotional offerings can be voided and retracted at any time without any notice whatsoever at the sole discretion of GMA.

14. SALES AND PURCHASES

Retail purchases on the Website have a 30-day return policy unless otherwise noted on the product description. Wholesale purchases are final except for damaged or defective merchandise.

15. REFUNDS

Refunds for qualified returned items will be credited in same form as the original purchase transaction. Refunds are never guaranteed and are always at the sole discretion of GMA.

16. FEE & CHARGE ALLOWING ACCESS

GMA retains sole discretion to allow or deny access to anyone to its services, even if all conditions and terms of use as well as eligibility requirements are satisfactorily met.

17. COMPLETE AGREEMENT

Except for the Service Agreement, if any, these Terms and Conditions contain the entire agreement between you and GMA relating to your use of this web site.