

## Terms of Service

ACCESS TO AND USE OF THE WEBSITES OWNED OR OPERATED BY INSPIRATIONAL BY DESIGN™ AND/OR ANY OF ITS AFFILIATED COMPANIES, INCLUDING, WITHOUT LIMITATION (COLLECTIVELY, "**INSPIRATIONAL BY DESIGN™**"), INCLUDING, WITHOUT LIMITATION, WWW.INSPIRATIONAL BY DESIGN™.COM, AND ALL CORRESPONDING WEB PAGES AND WEBSITES (COLLECTIVELY, THE "**SITE**"), AND ANY INSPIRATIONAL BY DESIGN™ -BRANDED WEB-BASED, ONLINE, MOBILE AND WIRELESS CONTINUING MEDICAL EDUCATION COURSES, TRACKING AND ANALYTIC TOOLS AND APPLICATIONS, INCLUDING SIMULATED PARTICIPANT (SP) SERVICES AND "SIMULATED PATIENT EXPERIENCES." AND ANY THIRD PARTY CO-BRANDED VERSIONS THEREOF (COLLECTIVELY, AND TOGETHER WITH THE SITE, THE "**SERVICES**") ARE SUBJECT TO THESE TERMS AND CONDITIONS (THESE "**TERMS OF SERVICE**"). THE SERVICES ARE DESIGNED FOR HEALTH PROFESSIONALS WITHIN THE UNITED STATES. TO USE CERTAIN ASPECTS OF THE SERVICES, YOU MUST ESTABLISH AN ACCOUNT USING THE ONLINE REGISTRATION PROCESS. YOUR REGISTRATION FOR, OR USE OF, THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO THESE TERMS OF SERVICE, WHICH IS A BINDING AGREEMENT BETWEEN YOU AND INSPIRATIONAL BY DESIGN™. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE DO NOT PROCEED WITH THE REGISTRATION OR USE OF THE SERVICE. BY USING THE SERVICE, YOU EXPRESSLY AGREE TO COMPLY WITH THESE TERMS OF SERVICE AND ANY ADDITIONAL TERMS AND CONDITIONS THAT WE PROVIDE TO YOU, INCLUDING IN CONNECTION WITH YOUR USE OF SPECIFIC PRODUCTS AND SERVICES WE MAY OFFER OR MAKE AVAILABLE TO YOU (THE "**ADDITIONAL TERMS**"). THE SERVICES' PRIVACY POLICY (AVAILABLE AT: [\[REDACTED\]](#)) (THE "**PRIVACY POLICY**") AND THE ADDITIONAL TERMS ARE HEREBY INCORPORATED INTO AND DEEMED PART OF THESE TERMS OF SERVICE AS THOUGH FULLY SET FORTH HEREIN (THESE TERMS OF SERVICE, THE PRIVACY POLICY, AND THE ADDITIONAL TERMS, COLLECTIVELY, THE "**INSPIRATIONAL BY DESIGN™ POLICIES**"). INSPIRATIONAL BY DESIGN™ RESERVES THE RIGHT TO MODIFY THE INSPIRATIONAL BY DESIGN™ POLICIES AT ANYTIME BY POSTING SUCH MODIFICATIONS TO THE SITE AND/OR ELSEWHERE ON THE SERVICE, AS APPLICABLE. YOUR CONTINUED USE OF THIS WEBSITE AND/OR THE SERVICES AFTER SUCH POSTING SIGNIFIES YOUR AGREEMENT TO SUCH MODIFIED TERMS. FOR PURPOSES OF THESE TERMS OF SERVICE, THE SERVICES SHALL INCLUDE CO-BRANDED AND "POWERED BY" VERSIONS OF THE SERVICES.

Throughout these Terms of Service, Inspirational by Design™, the Site and the Services may be referenced collectively as "we", "us", or "our". References to "you", "your" or "user" refer to users of the Services.

1. License Grant, Restrictions, and Intellectual Property Ownership: Inspirational by Design™ grants you a non-exclusive, non-transferable right to use the Services solely for your personal, non-commercial, non-competitive use, subject at all times to the terms and conditions of these Terms of Service. All forms of educational, literary and scientific materials, audio and videos content, text, photographs, designs, marks and logos (collectively, the "**Content**"), and all software and web-based authoring, tracking and analytic tools (collectively, the "**Technology**") provided through the Services are owned, licensed and/or controlled by Inspirational by Design™, its third party content publishers ("**Licensors**"), and medical education providers ("**Business Associates**"). All rights not

expressly granted to you are reserved by Inspirational by Design™, its Licensors and/or Business Associates. You may not (i) license, sublicense, post, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Site, Services, Technology or Content in any way; (ii) modify, edit or copy the Services, Content or Technology, and are restricted from making derivative works from the Services, Content or Technology; (iii) restrict or inhibit any person from using the Site, disclose personal information obtained from the Site or collect information about users of the Site; (iv) post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment. This license to access the Services may not be shared or used by more than one individual. Inspirational by Design™ (together with its Licensors and Business Associates, where applicable) own all right, title and interest in and to all intellectual property related to the Site, Services, Technology, and Content. These Terms of Service do not convey to you any rights of ownership in the Services, Content, Site or Technology. Inspirational by Design™ reserves the right, at its sole discretion, to change, modify add or remove any portion of the Services, in whole or in part, at any time.

2. User Responsibilities.

1. Password and Security: You are solely responsible for all activity occurring under your password or account used to access the Services and you are responsible for maintaining the confidentiality of your password and account and ensuring that you exit from your account at the end of each session. You are responsible for notifying Inspirational by Design™ immediately in the event of any unauthorized use of any password or account or any other known or suspected breach of security. Neither Inspirational by Design™, nor any of its Licensors or Business Associates are liable for any loss or damage arising from your failure to comply with your responsibilities.
2. Account Information and Data: You are solely responsible for all aspects of the information you submit ("**Customer Data**") in the course of registering for and using the Services. Inspirational by Design™ is not responsible or liable for the loss, destruction, deletion, or failure to store any Customer Data.
3. Third Party Interactions, Affiliations, Co-Branded Relationships. Inspirational by Design™ routinely works with a variety of third parties to provide the Services through various websites, mobile and wireless platforms ("**Third Party Platforms**") and to provide links to other websites. These Third-Party Platforms may include accrediting bodies, content publishers, technology providers and Business Associates who may, in conjunction with Inspirational by Design™, provide a co-branded, or a "powered by" version of the Services. These entities may supply information or content to the Site and the Services. Inspirational by Design™ may provide links to Third Party Platforms. Inspirational by Design™ does not endorse and has no responsibility for the availability of any Third-Party Platforms. These links are provided as a matter of convenience and Inspirational by Design™ has no control over the Third-Party Platforms and in no event shall Inspirational by Design™ be liable for any damage or loss resulting from any use or reliance on any materials, content or service provided through such Third-Party Platforms. You acknowledge and understand that certain

Third-Party Platforms may require your agreement to additional or different terms and conditions and privacy policies prior to your use of, or access to certain services, software, or websites. In the case of co-branded or "powered by" versions of the Services, the Business Associate's terms and conditions and privacy policy may govern your use of the co-branded or "powered by" version of the Services.

4. Third Party Accreditation. Inspirational by Design™ takes no responsibility for any aspect of continuing medical education credits that may be issued as a result of your use of the Service.
5. Termination. Any breach or unauthorized use of the Services (including, without limitation, any unauthorized use of the Technology or Content) will be deemed a material breach of these Terms of Service. Inspirational by Design™ may, in its sole discretion, with or without notice to you, immediately terminate, or suspend your password, account or use of the Services if you breach or otherwise fail to comply with these Terms of Service. In the event of a termination for material breach, Inspirational by Design™ shall have no obligation to retain Customer Data and may delete such Customer Data, without further notice to you. Inspirational by Design™ may also in its sole discretion and at any time discontinue providing the Services or any portion thereof, for any reason, with or without notice to you. You agree that Inspirational by Design™ shall not be liable to you for any termination of your access to the Services.
6. No Medical Advice. The Services, together with any content provided by or through it, is intended for use as medical education only and should not be construed as medical advice. The Services are intended for health professionals from the United States only. Health professionals who use the Services assume full responsibility for appropriate use of the information available through the Services. Inspirational by Design™ recommends that health professionals exercise their own clinical judgment as to the information provided by or through the Services and confirm all information provided by or through the Services with outside sources before basing any treatment on it.
7. Disclaimer of Warranty. THE SERVICES AND ALL CONTENT, AND TECHNOLOGY ARE PROVIDED STRICTLY ON AN AS-IS BASIS. YOU USE THE SERVICES AT YOUR OWN RISK. INSPIRATIONAL BY DESIGN™ AND ITS LICENSORS AND BUSINESS ASSOCIATES OFFER NO WARRANTY OR GUARANTEE RELATED TO THE SERVICES, THIRD PARTY PLATFORMS, TECHNOLOGY OR CONTENT AND EXPRESSLY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ANY WARRANTY EXPRESS, OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU MUST EVALUATE THE INFORMATION CONTAINED WITHIN THIS SITE AND SERVICE AND MAKE YOUR OWN DETERMINATIONS BASED UPON YOUR PROFESSIONAL JUDGMENT. MUCH OF THE CONTENT AND INFORMATION PROVIDED BY AND THROUGH THIS SITE AND SERVICE ARE PROVIDED BY THIRD PARTIES AND AS SUCH INSPIRATIONAL BY DESIGN™ IS NOT RESPONSIBLE FOR IT. INSPIRATIONAL BY DESIGN™ FURTHER DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE; (B) THE SERVICE WILL MEET YOUR REQUIREMENT OR EXPECTATIONS; OR (C) ERRORS WILL BE CORRECTED.

8. Waiver of Right to Claims. You hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages and expenses, including, but not limited to, claims for copyright or trademark infringement, infringement of moral rights, defamation, invasion of rights of privacy, rights of publicity, intrusion, false light, public disclosure of private facts, physical or emotional injury or distress or any similar claim or cause of action in tort, contract or any other legal theory, now known or hereafter known in any jurisdiction foreign or domestic (collectively, the "**Claims**") arising directly or indirectly from your use of or access to the Services.
9. Limitation of Liability. Inspirational by Design™, its officers, directors, affiliates, agents, Licensors, Business Associates and suppliers are not liable for any claims or losses whatsoever of any kind, whether direct, incidental, indirect, consequential, special, punitive or exemplary damages of any kind whether arising from an action in contract, tort or otherwise, related to or in connection with the Services, any Third Party Platforms or any service or information made available on or through the Services or your use thereof. Without limiting the generality of the foregoing, Inspirational by Design™ and its affiliates shall not be liable for any claims or losses including lost revenue, or profits, loss of data or business, in connection with or in any way related to the use of or inability to use the Services or the Third Party Platforms or for any claim or injury based upon errors, omissions, interruptions or other inaccuracies in the Services or the Third Party Platforms or content residing therein, or any decision made or action taken in reliance on the content contained on or accessible through the Services or the Third Party Platforms, including without limitation personal injury or death, even if Inspirational by Design™ has been advised of the possibility of such damages. Your sole remedy for any claims in connection with the Services or any Third-Party Platforms is to discontinue use of the same and any related information or services. The foregoing limitation shall apply and survive notwithstanding any failure of essential purpose of any remedy.
10. Additional Rights. Certain states and or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential, or certain other types of damages, therefore, the exclusions set forth above in Section 9, may not apply to you.
11. Indemnification. You agree to defend, indemnify and hold harmless Inspirational by Design™, its directors officers, agents, employees, licensors, Business Associates and suppliers from and against any and all claims, actions, demands, liabilities or losses including reasonable legal and accounting fees resulting from or alleged to have resulted from your violation of the terms and conditions of these Terms of Service, or your use or reliance on the Services or any Third Party Platform or any content or information made available therein.
12. Internet Delays. THE SITE AND SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET. INSPIRATIONAL BY DESIGN™ IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.
13. Choice of Law. These Terms of Service and the Services are governed by and interpreted in accordance with the laws of the State of New York, without giving effect to any conflict of

the law's provisions. By using the Service, you hereby consent to the exclusive jurisdiction of and agree that venue is proper and convenient in the state and federal courts situated in the State of New York, Manhattan County. Any cause of action you may have with respect to your use of the Services must be commenced within one (1) year after the claim or cause of action arises.

14. Entire Agreement. The Inspirational by Design™ Policies (<https://www.InspirationalbyDesign.com/privacy/>), constitute the entire agreement between Inspirational by Design™ and you with respect to the Services and supersedes all prior and contemporaneous communications and proposal, whether electronic, oral or written between you and Inspirational by Design™ with respect to the Services.

15. Survival. Any provision which must survive in order to allow us to enforce its meaning shall survive the termination of these Terms of Service.

16. Notice of Copyright Agent. If you are a copyright owner or an agent thereof and believe that any content on the Services infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Designated Agent (as set forth below) with the following information in writing (see 17 U.S.C. 512(c)(3) for further details):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Services are covered by a single notification, a representative list of such works on the Services.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material.
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if applicable, e-mail address.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Written notification of claimed infringement must be submitted to the following Designated Agent:

Name and Address of Designated Agent:

Inspirational by Design™

**PO BOX \_\_\_\_\_, Southampton, PA 18966**

Email Address: [admin@inspirational-by-design.com](mailto:admin@inspirational-by-design.com)

For clarity, only DMCA notices should be sent to the Designated Agent and any other feedback, comments, requests for technical support, and other communications should be directed to Inspirational by Design™ customer service by sending an email to [admin@inspirational-by-design.com](mailto:admin@inspirational-by-design.com). You acknowledge and agree that if you fail to comply with all of the requirements of this Section 16, your DMCA notice may not be valid.

17. Severability/Waiver. If any provision of these terms and conditions is held by a court of competent jurisdiction to be unenforceable or invalid, then such provision shall be maximum extent permissible so as to effectuate the intent of these terms and conditions and the remainder of these terms and conditions shall continue in full force and effect. A failure by Inspirational by Design™ to exercise or enforce any right or provision of these terms and conditions will not constitute or be deemed a waiver of such right or provision.
18. Notices. Inspirational by Design™ may give notice by means of a general notice on the Services, electronic mail to your e-mail address on record in your account information, or by written communication sent by first class mail or pre-paid mail to your address in your account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid mail) or 12 hours after sending (if sent by email). You may give notice to Inspirational by Design™ (such notice shall be deemed given when received by Inspirational by Design™) at any time by letter sent by registered mail to: Inspirational by Design™, PO BOX \_\_\_\_\_, Southampton, PA, 18966.