

Terms of Use for VIVARICHMOND.COM

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YOUR AGREEMENT TO THE TERMS OF USE AND PRIVACY POLICY.

You agree to be bound by these Terms of Use, as well as our *Privacy Policy* [*INSERT AS HYPERLINK*] (“Privacy Policy”), incorporated into these Terms of Use by reference, as they may be modified, updated or amended from time to time, whenever you:

- Use any portion of the Site.
- Publish, contribute, access, view or use any Content on or through the Site.
- Click to accept or agree to the Terms of Use and/or the Privacy Policy when this option is made available to you.

VIVA reserves the right to change these Terms of Use at its sole discretion, at any time. If any change is not acceptable to you, you must discontinue your use of the Site immediately. Using the Site after changes to these Terms of Use or Privacy Policy constitutes your irrevocable acceptance of such changes. VIVA may, in its sole discretion, notify you of such changes, although it is not required to do so. Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits.

You may only use the Site (including registering for the Site) if you are 18 years of age or older, an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into, and be bound by, these Terms of Use in their entirety. You represent that you are over the age of 18. If you are under the age of 18, you are not authorized to use the Site and must cease all use of the Site.

CONTENT AND INTELLECTUAL PROPERTY OWNERSHIP.

You acknowledge that the messages, information, data, text, software, images, logos, button shapes, layout, design compilation and presentation of information, graphics or other materials as well as the “look and feel” of any web pages (collectively, the “Content”) that are posted on or are otherwise incorporated into the Site contain trademarks, copyrights and other proprietary material, the ownership or licensed rights to which are proprietary to VIVA, its vendors and service providers, and other third party licensors or suppliers (“Third Party Licensors”), and that such proprietary material is protected by law, including U.S. copyright laws, trademark laws and international treaty provisions. The deletion or alteration of any copyright, trademark or other proprietary notices from the Site is strictly forbidden.

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Any unauthorized use of Content accessed through the Site may constitute trademark or copyright infringement, unfair competition, or other potential state or federal causes of action, as applicable, which could subject the user to substantial civil penalties, damages or other relief.

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USERNAMES, PASSWORDS AND ACCOUNT INFORMATION FOR THE SITE.

To take advantage of the patient portal in the Site, you will need to create a new account by registering and submitting information in the manner set forth on the Site. You are obliged to maintain the confidentiality of any usernames or passwords that you adopt and/or are provided by the Site. If you become aware of any unauthorized use of your username and password by any third party, you agree to notify VIVA immediately at the Contact Information set forth in these Terms of Use. For your protection, if VIVA or its third-party services providers believes that any unauthorized access may occur or has occurred, VIVA may terminate access without prior notice to you. You also agree that VIVA and its third-party service providers are permitted to act upon any instructions received using your username and password and to consider such instructions as authorized by you. VIVA will not be responsible or liable for any loss or injury incurred by you for unauthorized use of your username and password, although you may be responsible or liable for any losses or injury caused by such unauthorized use.

When you register for, use or set up an Account for the Site, you will be asked to provide accurate contact information and may also be asked to provide other information about yourself to help us better provide services to you or enhance your use and enjoyment of the Site. You warrant that all information provided by you is accurate to the best of your knowledge. You further agree to receive any notices from VIVA to you regarding your use of the Site pursuant to these Terms of Use at the email or other addresses set forth in your contact information. You are obliged to notify VIVA of any updates or changes to any contact or other registration information that you provide in connection with your use of the Site.

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You are solely responsible for any and all Content you transmit, distribute, post, or otherwise make available to or through the Site (“transmit”), including to any email addresses provided to or through the Site, or any comments, photographs, images, text, or other information communicated to the Site (collectively, “Communications”). VIVA does not endorse or accept any Communications as its own or

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You represent and warrant that your Communications contain no confidential or proprietary information of yours or of any third party and that you have all necessary permissions, licenses, rights, and consents to transmit, upload, republish, display, distribute, or transmit your Communications.

RESTRICTIONS ON COMMUNICATIONS.

You agree not to transmit any Communications that violate the following restrictions. You understand that if you violate these restrictions or any other provision in these Terms of Use, VIVA may deny you access to the Site.

- Do not advocate or solicit any activity that is illegal under the laws of any state in the United States or under U.S. federal law.
- Do not transmit Content or Communications that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, slanderous, libelous, vulgar, obscene, sexually explicit, pornographic, lewd, indecent, profane, racially, ethnically or otherwise objectionable, or that may invade another's right of privacy or publicity or other personal rights.
- Do not transmit Content or Communications that infringes or otherwise violates any patent, trademark, trade secret, copyright or other intellectual property or proprietary rights of VIVA or any third party.

You acknowledge that you have no expectation of privacy in any Communication, and no confidential, fiduciary, contractually implied or other relationship is created between you and VIVA by reason of your transmitting Communications to or through the Site.

LAWFUL USE.

The Site may be used only for lawful purposes. As one of the conditions of your use of the Site, you represent, warrant and agree that you will not use (or plan, encourage or help others to use) the Site for any purpose or in any manner that is prohibited by these Terms of Use or by applicable law. It is your responsibility to ensure that your use of the Site complies with these Terms of Use and to seek prior written permission for any uses not expressly permitted herein. In connection with your use of the Site, you agree that you will not, nor will you assist or allow others to, directly or indirectly:

- Delete any author attributions, legal notices or proprietary designations or labels on Content on the Site.
- Provide any false or intentionally inaccurate or misleading information in any Communications transmitted to or through the Site, including impersonation of any person or entity and misrepresenting your affiliation with a person or entity.

- Transmit any unsolicited advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes” or any other form of solicitation, such as opinions or notices, commercial or otherwise.
- Modify, delete, copy, distribute, transmit, display, perform, reproduce, use, publish, license, create derivative works from, transfer or sell any Content that is accessible or available through use of the Site, except as expressly permitted under these Terms of Use.
- Violate any applicable local, state, provincial, national or international law or regulation, or use the information provided through this Site for any unlawful purpose.
- Access data not intended for your use or viewing, or log into an account or server which you are not authorized to access.
- Take any action which imposes an unreasonable or disproportionately large load or burden on the Site or use the Site in a manner that attempts to, or actually does, disrupt, impair, interfere with or wrongfully alter or modify the Site or any Content, or in a manner that adversely affects the Site and/or the availability of the Content to other users, including without limitation transmitting Communications that contain a virus, Trojan horse, or corrupted data, excessive shouting, use of all caps, overloading, mail bombing, crashing or flooding or continuous transmission of repetitive text.
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software provided on, comprising or in any way making up a part of the Site, or otherwise used in connection with the operation of the Site or any Content.
- Attempt to probe, scan or test the vulnerability of a system or network related to the Site, or to circumvent, disable or otherwise breach any security-related features or authentication measures of the Site (including features designed to prevent or restrict use or copying of any Content) without proper authorization.
- Interfere with or disrupt the Site (or the servers and networks which are connected to the Site), whether via malicious software or otherwise.
- Collect or attempt to collect any information of other users of the Site, registered members or other members of the public without the subject’s consent, including without limitation usernames and passwords for the Site, Site account information, and personally identifiable information.

Violations of Site or network security may result in civil or criminal liability. VIVA will investigate all occurrences which may involve such violations and may contact, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

FEEDBACK REGARDING THE SITE OR OUR BUSINESS.

You may provide suggestions, comments or other feedback on the operation of the Site or our business, which may include, without limitation, ideas for new products, services, features, technologies, processes, materials, marketing plans or new product or service names (“Feedback”). Such Feedback is voluntary and VIVA has the perpetual right to use any or all of such Feedback for any purpose without any obligation to you of any kind, although VIVA will not publicly disclose the source of such feedback.

MODIFICATIONS AND UPDATES.

VIVA reserves the right to remove, change, modify or update any aspect of the Site at any time, in its sole discretion. These Terms of Use and the Privacy Policy shall apply to any such changes, modifications or updates of the Site.

DISCLAIMER OF WARRANTY.

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IF YOU ARE DISSATISFIED WITH THE SITE AND/OR ANY CONTENT PROVIDED THROUGH THE SITE, OR WITH THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING THE SITE AND CONTENT.

The Site is controlled and offered from VIVA's facilities in the United States. VIVA makes no representation that the Site is appropriate or available in other locations. Any access to the Site by you from jurisdictions other than the United States may be subject to compliance with local law, for which you are solely responsible.

INDEMNIFICATION.

You agree to defend, indemnify and hold harmless VIVA, its subsidiaries, affiliates, officers, directors, shareholders, employees, suppliers, agents, co-branders and other partners from and against any and all liabilities, claims, demands, losses or expenses, including reasonable legal and accounting fees and costs, resulting or arising from: (a) your breach of these Terms of Use, including, without limitation, any representations or warranties made by you herein; (b) any action taken or permitted by you which disrupts, degrades or damages the Site, Content or related data thereon; (c) your infringement or other violation of any intellectual property right of VIVA or any other person or entity; (d) any negligent, wrongful conduct, or intentional torts, by you; (e) any materials (including all Content and Communications) provided by you that is published on or through the Site or any third party web site pursuant to the rights granted to VIVA hereunder; (f) your use of the Site; (g) your violation of the rights of any third party; or (h) your actual or alleged violation of any federal, state, local or foreign law, or regulation.

You agree that you will cooperate as fully and reasonably as required by VIVA in the defense of any claim arising out of your use of the Site. Notwithstanding the foregoing, VIVA reserves the exclusive right to settle, compromise and pay and all claims, demands, proceedings, suits, actions or causes of action, which are brought against VIVA arising out of or related to your use of the Site, and in no event shall you settle any such claim without VIVA's prior written approval.

TERMINATION.

These Terms of Use are effective until terminated by VIVA, which VIVA may do at any time without notice for any reason. In the event of termination, you are no longer authorized to access the Site or use the Site. The applicable restrictions imposed on you with respect to material downloaded from the Site, indemnification obligations, and the disclaimers and limitations of liabilities set forth in these Terms of Use, shall survive such termination.

GOVERNING LAW AND VENUE.

You agree and acknowledge that the Site shall be deemed a passive site that shall not give rise to personal jurisdiction over VIVA in any jurisdiction other than the Commonwealth of Virginia, and that the Site shall be deemed solely located in the Commonwealth of Virginia.

These Terms of Use shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to any principles or conflicts of law. Any claim, cause of action or proceeding arising from these Terms of Use or the conduct of the parties hereunder shall be commenced and maintained solely in the courts of the Commonwealth of Virginia and of the United States District Court for the District of Columbia, to the extent such court has subject matter jurisdiction, and you irrevocably consent to personal jurisdiction and venue in any such court.

WAIVER OF JURY TRIAL.

You waive all rights to trial by jury in any action or proceeding instituted in connection with these Terms of Use, the Privacy Policy or the Site.

CONTACT INFORMATION.

Should you have any questions concerning these Terms of Use, or the Privacy Policy, you may contact VIVA at the following address: 6600 West Broad Street, Suite 200B, Richmond, VA 23230, email: [*info@vivarichmond.com*](mailto:info@vivarichmond.com).

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Except as otherwise expressly provided herein, these Terms of Use, together with the Privacy Policy and any updates, modifications or amendments to same, as well as any other legal notices provided or displayed through the Site, shall constitute the entire agreement between VIVA and you regarding your use of the Site.

If any provision of these Terms of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

Any failure by VIVA to exercise or enforce any legal right or remedy set forth in these Terms of Use, or otherwise under applicable law, shall not be deemed a waiver of VIVA's rights or remedies, which shall remain available to VIVA.

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