

Terms and Conditions of using the Rosacea Research & Development Institute Web Site Forum

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By using this website, you indicate your acceptance of these Terms and Conditions. If you do not agree with all of these Terms and Conditions, do not use this website.

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If you think you may have a medical emergency, call your doctor or 911 immediately.

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Specifically, RRDi make no representations or warranties about the following:

The accuracy, reliability, completeness, correctness, or timeliness of the Content, software, text, graphics, links, or communications provided on or through the use of the RRDi Site.

The satisfaction of government regulations requiring disclosure of information on prescription drug products with regard to the Content contained on the RRDi Site.

The accuracy, completeness or correctness, timeliness, or usefulness of any opinions, advice, services, or other information provided through the RRDi Site.

In no event shall the RRDi or any third parties mentioned on the RRDi Site be liable for any damages (including, without limitation, incidental, consequential or other indirect damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use the RRDi Site or the Content, whether based on warranty, contract, tort, or any other legal theory, and whether or not RRDi is advised of the possibility of such damages. RRDi is not liable for any personal injury, including death, caused by your use or misuse of the Site, Content, or Public Area (as defined below).

Any claims arising in connection with your use of the Site, any Content, or the Public Areas must be brought within one (1) year of the date of the event giving rise to such action occurred. Remedies under these Terms and Conditions are exclusive and are limited to those expressly provided for in these Terms and Conditions. In all cases, RRDi shall be liable only to the extent of actual damages incurred by you, not to exceed U.S.\$100.00.

INDEMNIFICATION

By using the RRDi website you agree to indemnify and hold RRDi, its officers, directors, MAC members, employees, affiliates, agents, attorneys, representatives and corporate members harmless from any and all losses, damages, liabilities, claims, demands, suits, or causes of action (including reasonable attorneys' fees and costs) arising from your use or misuse of the RRDi Site.

USER SUBMISSIONS

You agree that you will not upload or transmit any communications or content of any type that infringes upon or violates any rights of any party. By submitting communications or content to any part the RRD_i Site, you agree that such submission is non-confidential for all purposes. If you make any such submission, you automatically grant, or warrant that the owner of such content has expressly granted RRD_i a royalty-free, perpetual, irrevocable, worldwide nonexclusive license 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. RRD_i may sublicense its rights through multiple tiers of sublicenses.

FORUMS AND PUBLIC AREAS

USE OF RRD_i FORUMS AND PUBLIC AREAS CONSTITUTES ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS DESCRIBED HEREIN

By using the RRD_i Site, you acknowledge and agree that the information contained therein, including responses from medical professionals, is intended solely for general educational purposes. The information contained on the website is not intended nor implied to be a substitute for professional medical advice relative to your specific medical condition. RRD_i does not guarantee monitoring or authentication of the information contained in forums and chat groups for accuracy, safety, or reliability. Always seek the advice of your physician or other qualified health provider for any questions you may have regarding your medical condition, or prior to starting any new treatment.

MEDICAL EMERGENCY:

If you think you may have a medical emergency, call 911 or your healthcare provider immediately!

IF YOU FEEL THREATENED:

If you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately.

ABUSE:

In cases where you believe a person(s) has breached the terms and conditions of the RRD_i website or forum, please contact RRD_i International IMMEDIATELY. Do not attempt to contact the person yourself and do not post derogatory comments in any public areas on the MedHelp Site.

RRD_i, its officers, directors, employees, affiliates, agents, attorneys, representatives, corporate members make no endorsements of any particular product or treatment, makes no representations and assumes no liability relative to any content, opinions, comments, e-mail addresses, and/or computer viruses which may be transmitted in any Forum or Public or Private Area.

If you use a Forum or Public Area on the RRD_i Site, you are solely responsible for your own communications, the consequences of posting those communications, and your reliance on any communications found in the Forums and Public and Private Areas.

In no event will RRD_i, its officers, directors, employees, affiliates, agents, attorneys, representatives, partners, sponsors, advertisers or other affiliated persons or entities be liable to you or anyone else for any decision made or action taken by you or anyone else in reliance upon the information provided through the RRD_i Site. You will hold RRD_i its officers, directors, employees, affiliates, agents, attorneys, representatives, partners, sponsors, advertisers, corporate members or other affiliated persons or entities harmless for any such actions or decisions taken by you in reliance upon such information.

By submitting communications or content to the Forms or Public Areas, you agree that such submission is non-confidential for all purposes. You agree to allow RRD_i and all other persons or organizations involved in the operation of the RRD_i Site the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the RRD_i Site.

RULES FOR POSTING QUESTIONS AND COMMENTS IN FORUMS AND PUBLIC AREAS

In Forums and Public or Private Areas that are being moderated by the RRD_i or healthcare professionals, answers will be posted in the forum and will appear indented beneath the original question, usually within 5 to 10 business days.

RRD_i Public Areas and including private areas, which includes all areas of the RRD_i Site where users may post content, are for the exchange of information and support ONLY. In consideration of being allowed to use the Public Areas, you agree that the following actions shall constitute a material breach of these Terms and Conditions of Use:

Posting questions or comments by persons under 13 years of age without the consent of their parents.

Posting your full name(s), or any other confidential or personally identifiable information on the RRD_i website. *

Posting names, e-mail addresses, telephone numbers or any other confidential or personally identifiable information of yourself or any person(s) or entities.

Using a Public or Private Areas for any purpose in violation of local, state, federal, or international laws;

Posting material that infringes on the copyrights or other intellectual property rights of others or on the privacy or publicity rights of others;

Posting material that is unlawful, obscene, derogatory, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by RRD_i in its sole discretion.

Posting advertisements or solicitations of business.

Posting more than 2 new questions within a 6-month period, in forums (Public Areas or Private Areas) that are limited to the number of new questions accepted daily.

Posting links to other websites or individuals, without prior written permission from the RRD_i.

Posting chain letters or pyramid schemes.

Impersonating another person or entity.

Registering under more than one name and/or e-mail address.

Distributing viruses or other harmful computer code.

Harvesting or otherwise collecting information about others, including email addresses, without their consent.

Allowing any other person or entity to use your identification for posting or viewing comments.

Posting the same note more than once or "spamming".

Engaging in any other conduct that restricts or inhibits any other person from using or enjoying the Public or Private Areas or the Site, or which, in the judgment of RRD_i, exposes RRD_i or any of its corporate members, customers, partners or suppliers to any liability or detriment of any type.

After receiving a warning, continuing to disrupt the normal flow of dialogue, or posting comments that are not related to the topic being discussed (unless it is clear the discussion is free-form).

*If you disregard this warning and post personal or confidential information (yours or others) on the RRDi Site, which you later want removed, there is a \$5.00 fee to remove each posting. You must submit your removal request in writing, including the URL(s) you want removed. Also you must include your User ID and Password along with a U.S. check or money order for \$5.00 for each URL you wish to have removed to:

Rosacea Research & Development Institute
P.O.Box 999
Pahala, HI 96777
U.S.A.

Once the complete URL removal request is received in writing, the RRDi will make every effort to remove the posting in a timely manner.

ENFORCEMENT OF THE RULES

RRDi reserves the right (but is not obligated) to do any or all of the following:

Record the dialogue in public chat rooms.

Investigate an allegation that a communication does not conform to these Terms and Conditions and determine in its sole discretion to remove or request the removal of the communication.

Remove communications which it determines, in its sole discretion, to be abusive, illegal, or disruptive, or that otherwise fail to conform to these Terms and Conditions.

Terminate a user's access to any or all Public or Private Areas and/or the RRDi Site upon any breach of any of these Terms and Conditions.

Terminate a user's access to any or all Public or Private Areas and/or the RRDi Site if the user's registration information and/or e-mail address is no longer valid.

Terminate a user's corporate membership.

Monitor, edit, or disclose any communication in the Public or Private Areas.

Edit or delete any communication posted on the RRDi Sites, regardless of whether such communication violates these standards.

MedHelp reserves the right to take any other action it deems necessary to protect the personal safety of our guests, visitors, or the public.

NOTICE AND TAKEDOWN PROCEDURES; COPYRIGHT AGENT

If you believe any materials accessible on or from this web site infringe your copyright, you may request removal of those materials (or access thereto) from this web site by contacting RRDi's copyright agent (identified below) and providing the following information:

Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.

Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.

Your name, address, telephone number and (if available) e-mail address.

A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.

A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.

A signature or the electronic equivalent from the copyright holder or authorized representative.

RRDi's agent for copyright issues relating to this web site is as follows:

Copyright Agent

Rosacea Research & Development Institute

P.O.Box 999

Pahala, HI 96777

In an effort to protect the rights of copyright owners, the RRDi maintains a policy for the termination, in appropriate circumstances, of subscribers and account holders of this web site who are repeat infringers.

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MedHelp conforms to the Children's Online Privacy Protection Act [COPPA]. The RRDi doesn't fall under COPPA requirements since the nature of our web site is for adults. However, if children post on our web site we will comply with COPPA requirements. We will never knowingly request personally identifiable information from anyone under the age of 13 without parental consent. When we do receive information (with parental consent) from users under the age of 13, we will never voluntarily share their personally identifiable information with third parties, regardless of their stated preference given at registration. Please also see our separate privacy policy.

PASSWORDS

All registered members of the RRDi Site are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to their RRDi passwords or accounts. It is the registered members' sole responsibility to (1) control the distribution of their passwords or account information; (2) authorize, monitor, and control access to and use of their MedHelp account and password; (3) inform RRDi of any need to deactivate their password or change their registration, as soon as possible.

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JURISDICTION

You expressly agree that exclusive jurisdiction for any dispute with RRDⁱ, or in any way relating to your use of the RRDⁱ Site, resides in the courts of the State of Hawaii and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Hawaii in connection with any such dispute including any claim involving RRDⁱ, its officers or corporate members or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers. These Terms and Conditions are governed by the laws of the State of Hawaii, without respect to its conflict of laws principles. 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. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

COMPLETE AGREEMENT

Except as expressly provided in a particular "legal notice" on the MedHelp Site, these Terms and Conditions constitute the entire agreement between you and RRDⁱ with respect to the use of the RRDⁱ Site and Content. Your use of the RRDⁱ Site is also subject to the RRDⁱ Privacy Policy.

CONTACT

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