SOUNDPATH HEALTH WEB SITE TERMS OF USE

Welcome to the SOUNDPATH HEALTH web site (**Site**) (referred to hereinafter as "Soundpath, we, us, etc."). When using the Site you must agree to follow certain rules. These rules are summarized immediately below but you and your parents (if you are a minor) should read this Terms of Use document in its entirety prior to using this Site. By using this Site, you agree to comply with these Terms of Use (**Terms**). We may revise these Terms at any time by posting the revised Terms on the Site with a flag or other notification that they have been updated.

CONTACTING SOUNDPATH

We welcome any comments or questions users may have, and you should feel free to contact us by sending an email to webmaster@soundpathhealth.com, or by sending a letter to:

Soundpath Health 32129 Weyerhaeuser Way South, Suite 201 Federal Way, WA 98001

CONTENT TO BE USED FOR YOUR BUSINESS USE ONLY

This Site is an online information service provided for your business use. The information, data, text, software, music, sound, photographs, graphics, video, messages, or other materials provided to you or otherwise accessible by you during your visit to the Site (collectively, the **Content**) are protected by copyright, trademarks, service marks, trade secret or other laws or proprietary rights agreements and you are only permitted to use them as expressly authorized by Soundpath. You agree to comply with any additional copyright notices or restrictions contained in or accompanying the Content. Subject to the foregoing and all of the other provisions contained in these Terms, you are permitted to download, publish, copy, distribute, perform, display, transmit, create derivative works of, and otherwise use any portion of the material in the web pages of this Site for educational and noncommercial purposes only, including by way of example. Other than as set forth above or otherwise expressly permitted to do so under the section entitled "Member Conduct" found in these Terms, you shall not and you shall not permit others to: (a) publish, copy, transmit, transfer or sell, reproduce, distribute, perform, display, or in any way exploit any of the Content in whole or in part; (b) sublicense the Content to any third party or use the Content for any commercial purpose; (c) alter the Content in any way (including without limitation, by removing copyright, trademark and other proprietary notices included with the same); (d) create any derivative works of the Content; or (e) exploit any Content for commercial purposes or otherwise use the Content in a manner that is inconsistent with these Terms.

THIRD PARTY WEB SITES

This Site may provide links to other web sites on the Internet. These other web sites may contain information or material that some people may find inappropriate or offensive. These other sites are not under the control of Soundpath, and you acknowledge that (whether or not such sites are affiliated in any way with Soundpath) Soundpath is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of any links within this Site to any other web site does not imply endorsement of such other site by us or any association with its operators. Soundpath cannot ensure that you will be satisfied with any products or services that you purchase from any third-party site that links to or from this Site. Nor do we endorse any of the merchandise or information contained in such third party sites. Soundpath does not make any representations or warranties as to the security of any information (including, without limitation, cred card and other personal information) you might be requested to give to any third party, and you irrevocably waive any claim against us with respect to such sites. We strongly encourage you to make whatever investigating you feel necessary or appropriate before proceeding with any online transaction with any of these third parties.

YOUR OBLIGATION TO ABIDE BY APPLICABLE LAW

When using the Site, you shall abide by all applicable federal, state or local laws. The Content available on the Site may include intellectual property that is protected under the copyright, trademark and other intellectual property laws of the United States and/or other countries (**Intellectual Property Laws**). Such Intellectual Property Laws generally prohibit the unauthorized reproduction, distribution or exhibition of all text, photographic and graphic (art and electronic) images, music, sound samplings and other protected materials. The violation of applicable Intellectual Property Laws may give rise to civil and/or criminal penalties.

YOUR INTERNET SERVICE PROVIDER

Any area of this Site that is accessed through an online service is subject to the rules, policies and guidelines of such online service.

USE OF INTERACTIVE COMPONENTS OF THE WEB SITE

The Site may contain newsgroups, forums, chat rooms, and/or project-related e-mail functions or forums (collectively, **Site Forums**). The Site Forums are governed by addition terms of use which are in addition to and do not replace these Terms, and such terms incorporated herein by reference.

USE OF COOKIES

When you access Soundpath's website, we do not require you to register or otherwise provide any personal information, such as your name, social security number, or e-mail address. We may, however, monitor and record your usage of our website during your visit. We collect this information and use it to help make the website more consumer-friendly and efficient. Soundpath uses "cookie" technology to gather non-personal information. A "cookie" is a piece of data that a website can send to your browser while you are using the website. A cookie is not a computer program – it cannot read data from your computer, perform any action on your data, or embed commands in your computer. Cookies can keep track of which pages are used, the frequency they are used, and to enable certain features on this website. You may disable these cookies at any time by adjusting your browser preferences on your computer.

SOUNDPATH'S USE OF SUBMISSIONS

Soundpath does not accept or consider unsolicited submissions or other content. Please do not send your unsolicited ideas or any original materials to us or anyone at Soundpath. If, despite this request, you still send us your ideas or such materials, please understand that we make no assurances that your ideas or materials will be treated as confidential or proprietary, and upon submission, any such ideas or materials become the sole and exclusive property of Soundpath.

WARRANTY DISCLAIMERS

You understand and acknowledge that Soundpath provides this Site on an "AS IS" and "AS AVAILABLE BASIS" without warranties of any kind.

LIMITATION OF LIABILITY AND OTHER LEGAL INFORMATION

By using this Site, you hereby agree to the limitations of liability set forth below.

INDEMNITY

You agree to indemnify and hold harmless Soundpath and its officers, directors, employees, agents, distributors and affiliates from and against any and all claims, demands, liabilities, costs or expenses, including reasonable attorney's fees, resulting from your breach of any of the provisions contained in these Terms and/or from any and all use of this Site.

APPLICABLE LAW, SEVERABILITY & LANGUAGE

Any claim or dispute relating to your use of this Site shall be governed by and interpreted in accordance with the laws of the state of Washington.

COPYRIGHT, COPYRIGHT AGENT

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Sec. 512, Soundpath has designated an agent to receive notices of claimed copyright infringement. If Soundpath receives a proper notification that material posted by you is infringing, we will advise you of that fact and may temporarily block your access to this Site. If you believe that the notice of copyright infringement was wrongly filed against you and you would like to submit a Counter-Notification, you may file a Counter-Notification with Soundpath's designated agent. Upon receipt of a proper Counter-Notification, we will send a copy of your Counter-Notification to the alleged copyright owner, and reactivate your access within 10 -14 business days unless the copyright owner notifies us that it has filed a court action. You may want to seek independent legal counsel before filing a Notification or Counter-Notification.

ACCEPTABLE CONDUCT

Your right to make use of this Site and any Content contained in the Site is subject to your compliance with these Terms. Modification or use of the Content on this Site for any purpose not permitted by these Terms may constitute a violation of applicable copyright, trademark and intellectual property law and is prohibited. Content on this Site may not otherwise be copied, reproduced, republished, uploaded, posted, transmitted distributed or used in any way (including without limitation, as part of any other website) unless specifically authorized by us. Any authorization to copy Content granted by Soundpath in any part of this Site for any reason is restricted. You may not and you shall not let others, decompile, reverse engineer, disassemble, or otherwise reduce the code used in any software on this Site into a readable form in order to examine the construction of such software and/or to copy or create other products based (in whole or in part) on such software, is prohibited, except to the extent expressly permitted by applicable law and only to the extent that Soundpath and its licensors are not permitted by such law to exclude or limit such rights.

For purposes of these Terms, the term **Objectionable** means information in any medium or format, including without limitation text, data, graphics, audio or video, content (or use of the content), or any action or behavior, that: (a) is libelous or defamatory, pornographic, sexually explicit, or unlawful or that encourages any of the foregoing; (b) a reasonable person would consider harassing, abusive, threatening, harmful, vulgar, profane, obscene, excessively violent, racially, ethnically or otherwise objectionable or offensive in any way or promotes bigotry, racism or harm against any group or individual; (c) constitutes a breach of any person's privacy or publicity rights, a misrepresentation of facts, hate speech or an infringement or misappropriation of any third party's intellectual property rights of any kind, including without limitation, copyright, patent, trademark, industrial design, trade secret, confidentiality or moral rights; (d) promotes software or services that deliver unsolicited email, including without limitation, bulk e-mail, surveys, contests, "junk mail", "spam", or chain letters; (e) disrupts or interferes with the security of, or otherwise abuses any Site, system resources, accounts, servers or networks connected to or accessible through the Site or any affiliated or linked programs or Site; (f) is subject to any restriction upon transmission under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of an employment relationship or under a nondisclosure agreement); or (g) violates or encourages others to violate any applicable law.

You agree not to use the Site to:

- (i) violate the rights of third parties, including without limitation, transmitting, retransmitting, or storing Objectionable material;
- (ii) engage in any activity that interferes or attempts to interfere with the Site, or that interferes with the proper functioning of the Site;

- (iii) distribute viruses, worms, harmful codes, Trojan horses, time bombs, or any other software, algorithm, or builtin or use-driven mechanisms that attempt to or cause damage or annoyance to persons, data, and/or computer systems;
- (iv) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (v) violate the law or in aid of in any unlawful act;
- (vi) collect or harvest personal information, including without limitation, contact information of third parties; or (vii) upload, e-mail, post, publish, or otherwise transmit through the Site any Objectionable material.

You acknowledge that Soundpath does not pre-screen Content, but that Soundpath and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Site. Without limiting the foregoing, Soundpath and its designees shall have the right to remove any Content that violates these Terms or is otherwise Objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by us or submitted to us, including without limitation information in Site Message Boards or Clubs (if any).

INVESTIGATIONS

Soundpath reserves the right to investigate suspected violations of these Terms and we may seek to gather information from any user in relation to such investigation. Soundpath may suspend any users whose conduct is under investigation and may remove such material from its servers as it deems appropriate and without notice. If we believe, in our sole discretion, that a violation of these Terms has occurred, we may edit or modify any affected content, remove material permanently, cancel postings, warn users, suspend users and passwords, terminate accounts or take other corrective action it deems appropriate. Soundpath will fully cooperate with any law enforcement authorities or court order requesting or directing Soundpath to disclose the identity of anyone posting any e-mails, or publishing or otherwise making available any materials that are believed to violate these Terms.

BY USING THIS SITE YOU WAIVE AND HOLD HARMLESS SOUNDPATH FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY SOUNDPATH, ITS PARENT CORPORATION, SUBSIDIARIES, AND EACH OF THEIR OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AND AGENTS DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SOUNDPATH OR LAW ENFORCEMENT AUTHORITIES.

SOUNDPATH PROPRIETARY RIGHTS

Nothing contained in these Terms shall be deemed to grant, either directly or by implication, estoppel or otherwise, any right or license under any intellectual property rights, including without limitation, any Soundpath or Oracle trademarks or service marks (whether or not registered) other than or in addition to the limited rights and licenses expressly set forth herein.

DISCLAIMER OF WARRANTIES

THE SITE AND ALL CONTENT MADE AVAILABLE THROUGH THE SITE OR ANY RELATED WEB SITE PROVIDED BY SOUNDPATH IS PROVIDED AS IS AND ON AN AS AVAILABLE BASIS WITH ALL FAULTS AND WITHOUT ANY WARRANTIES. SOUNDPATH HEREBY DISCLAIMS ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION OF THE SITE, THE CONTENT, OR ANY OTHER INFORMATION ACCESSIBLE BY ANY PARTY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

YOU UNDERSTAND AND AGREE THAT ANY INFORMATION OR CONTENT DOWNLOADED, UPLOADED, INSTALLED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR THROUGH ANY OTHER MEANS OF DELIVERY IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD, UPLOAD OR INSTALLATION OR USE OF SUCH INFORMATION OR PROGRAM TOOLS. SOUNDPATH DOES NOT WARRANT THAT ITS SITE, ITS SERVERS, OR E-MAIL SENT FROM SOUNDPATH ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR DISCLAIMER OF SOME WARRANTIES AND YOU MAY HAVE CERTAIN RIGHTS DEPENDING ON YOUR STATE OR JURISDICTION.

LOCAL REGULATIONS

Soundpath makes no representation that any Content on the Site is appropriate or available for use outside the United States, its territories, possessions and protectorates. If you choose to access the Site from other locations you do so on your own initiative and at your own risk. You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country you reside in.

AVAILABILITY OF SERVICE

Soundpath reserves the right to modify or discontinue, temporarily or permanently, all or any part of this Site and any software, facilities and services on this Site, with or without notice, and to establish general guidelines and limitations on their use.

LIMITATION OF LIABILITY

AS A CONDITION OF AND IN CONSIDERATION OF YOUR USE OF THE SITE, YOU AGREE THAT IN NO EVENT WILL SOUNDPATH NOR ITS PARENT CORPORATION, SUBSIDIARIES, AND EACH OF THEIR OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AND AGENTS, BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, OR DAMAGES RELATING TO LOST REVENUES OR PROFITS, LOSS OF USE OR INTERRUPTION OF BUSINESS, LOST DATA, WORK STOPPAGE, EXPENSES, COSTS, OR COMPUTER FAILURE OR MALFUNCTION) RESULTING DIRECTLY OR INDIRECTLY FROM OR OTHERWISE ARISING IN CONNECTION WITH THE SITE, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, ACTIONS IN CONTRACT, WARRANTY, NEGLIGENCE, OR PRODUCTS LIABILITY), EVEN IF SOUNDPATH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION ANY OF THE FOLLOWING: (a) any defect in, or download, use, or attempted use of, or inability to use, any information or Content made available by Soundpath; or (b) inability to access or use the Site.

YOU AGREE THAT THE FOREGOING LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK. Some jurisdictions do not allow the limitation or exclusion of liability. Accordingly, some of the above limitations may not apply to you. You agree that any suit or other legal action or any arbitration brought by you relating in any way to the Site, including your use of any Content, must be officially filed or officially commenced no later than one (1) year after the claim first arises.

SEVERABILITY

If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable for these Terms and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the matters contained herein.