## Website Agreement

This WRY website ("WRY") is owned and operated by We Referred You, Inc. and its affiliates ("We Referred You"). Questions concerning this Website should be directed to We Referred You's Customer Service department. WRY is only intended to be used by, and made accessible to, authorized persons and only in the manner authorized by We Referred You. Any other use by any other person is strictly prohibited.

This Agreement sets forth the rules and policies that govern WRY. The purpose of WRY is to provide authorized visitors with a convenient means to access information pertaining to We Referred You. The term "visitor" includes any person that accesses WRY. Visitors are expected to follow any posted guidelines or rules. We Referred You may update this Agreement from time to time without notice. Any changes in our terms of usage will be incorporated into a revised Agreement that will be posted on WRY. All visitors have the obligation to review changes to this Agreement. Unless otherwise specified, such changes shall be effective when posted. Your access or use of WRY constitutes your agreement to be bound by this Agreement, including any changes that exist when you re-access WRY. If you do not agree with these terms, or any of We Referred You's posted guidelines, you are prohibited from utilizing WRY.

Visitors are responsible for providing accurate, timely and complete information to We Referred You and its operational providers, agents and affiliates in connection with the use of WRY. Your right to utilize WRY will be canceled immediately, without notice, if We Referred You discovers that you or any business/person affiliated with you (a) provided false or misleading information to We Referred You; (b) violate any term of this Agreement; (c) violated the term of any other agreement or understanding with We Referred You; and/or (d) violated any policy hereinafter effectuated by We Referred You. We Referred You, including its affiliates, subsidiaries, officers, directors, shareholders, employees and agents are not liable or responsible for any claims relating to any inaccurate, untimely, false or incomplete information provided to We Referred You or from a visitor's failure to fully comply with any provision of this Agreement. If necessary, and in accordance with applicable law, We Referred You will cooperate with local, state and/or federal authorities to protect We Referred You and to prevent unauthorized use of WRY and/or the information provided/received herein.

# Confidentiality

Visitor acknowledges that information obtained, directly or indirectly, through or from WRY consists of "Confidential Information" of We Referred You. Visitor and its representatives agree: (a) to hold and maintain the Confidential Information in strictest confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions visitor employs with respect to visitor's confidential materials); (b) not to divulge any Confidential Information or any information derived therefrom to any third person without prior written consent of We Referred You; (c) not to make any use whatsoever at any time of such Confidential Information, except to further the business relationship of visitor and We Referred You; (d) to take all reasonable steps to ensure that all principals, officers, agents, employees, representatives, consultants, or any other persons affiliated in any manner with visitor do not disclose, or make public, or authorize any disclosure or publication of any of the Confidential Information; and (e) not to copy or reverse engineer any Confidential Information. Visitor may make disclosures required by court order or governmental agency. Unless otherwise prohibited, visitor shall provide We Referred You with prompt advance notice in writing of any request by a third party to review Confidential Information, so that We Referred You may, at its discretion, defend against such legal obligation, seek a protective order or the appropriate remedy and/or waive compliance with the provisions of this provision. In the event that such protective order or other remedy is not obtained, visitor will furnish only that portion of We Referred You's Confidential Information which, upon written advice of counsel, it is legally required and will exercise its reasonable efforts to obtain reliable assurances that confidential treatment will be accorded such Confidential Information. Visitors are required to select a password, user name, or other security item. Visitors are responsible for maintaining the confidentiality of the password and any other registration information. Visitors agree to immediately notify We Referred You of any improper publication of your password, as well as any unauthorized use of your password or other registration information. You agree to indemnify and hold We Referred You, its affiliates, subsidiaries, operational providers and partners harmless for any improper or illegal use of your password or registration information.

## **Ownership of Information**

Downloading content from WRY does not give the visitor title to such materials, including any files and/or data. Title to same shall remain with We Referred You. A description or reference to a product, service or publication on WRY does not imply endorsement by We Referred You of that product, service or publication.

#### **Intellectual Property**

Redistribution, retransmissions, republication, reproduction and/or commercial exploitation of the contents of WRY are expressly prohibited, except as specifically authorized, in writing, by We Referred You and any copyright owner from whom We Referred You has obtained a license. All rights not expressly granted herein are reserved. Visitors may not adapt or further distribute any text, software, logo, graphic, sound or image set forth here in WRY (the "Intellectual Property") without the prior written authorization of We Referred You. The Intellectual Property is the property of We Referred You, and is protected by copyright, trade dress and other applicable laws. Violators are subject to prosecution under those laws.

In addition, the software incorporated in WRY is strictly proprietary and may not be used for any purposes other than by its intended users in the manner authorized by We Referred You. Any other use, including re-transmittal, reverse engineering, reproduction, or adaptation by any person in any manner other than the manner authorized by We Referred You is strictly prohibited. Nothing on WRY shall be construed as conferring any license under any intellectual property right, including but not limited to, any right in the nature of trademark or copyright of We Referred You or any third party, whether by estoppel, implication or otherwise. Unless otherwise noted, We Referred You is the owner of all trademarks and service marks on WRY, whether registered or not.

## **Obtained Content**

WRY contains information obtained from third party licensors ("Obtained Content"). The Obtained Content is intended for reference purposes only. It should not be construed to indicate that the use of a pharmaceutical is safe, appropriate, or effective. By accessing WRY, visitor acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. Visitor takes full responsibility for the use of Obtained Content. We Referred You does not assume any responsibility for actions of any other party which may result in any liability or damages due to malpractice, failure to warn, negligence, or any other basis.

## **No Representations or Warranties**

We Referred You makes no representations or warranties that WRY is free of defects, viruses or other harmful components. We Referred You shall not be responsible for any damages or loss that may result from accessing WRY.

All information obtained from WRY is provided on an "as is" basis. WE REFERRED YOU does not warrantY, either expressly or by implication, the accuracy of any information provided on WRY (including websites with links from WRY) or its suitability for any particular purpose, and expressly disclaims all warranties, including, but not limited to, warranties of merchantability, non-infringement AND/or fitness for a particular purpose. We Referred You does not guarantee the accuracy, validity, timeliness, completeness or reliability of any information or data made available to visitors or its suitability for any particular purpose.

Neither We Referred You, nor any of its partners, affiliates, subsidiaries, shareholders, directors, officers, employees, agents are liable or shall have responsibility of any kind to any visitor for any loss or damage that a visitor incurs in the event of (i) any failure or interruption of this WEBsite; (ii) any act or omission of any third party involved in making this site or the data contained herein available to visitors; (iii) any other cause relating to a visitor's access or use, or inability to access or use, any portion of this WEBsite; or (iv) any visitor's interaction or submissions on the website. In no event will We Referred You, its affiliates, subsidiaries, shareholders, officers or employees be liable to any visitor for any direct, special, indirect, consequential, or incidental damages or any other loss or damages of any kind, including but not limited to lost profits, whether based on warranty, contract, negligence, tort or any other legal theory, even if We Referred You, its affiliates or any other party has been advised of the possibility thereof. Further, In no event shall We Referred You's liability exceed ONE THOUSAND DOLLARD (\$1,000.00), regardless of the form of the action or claim, and regardless of whether the action or claim is based on any alleged act or omission of We Referred You, including but not limited to any action based on negligence, breach of warranty or breach of contract.

#### **Pricing Disclaimer**

Prices identified on WRY are anticipated prices of products offered for sale by We Referred You. Actual pricing of any product is subject to confirmation at the time an order is placed with and accepted by We Referred You. If there is a discrepancy in price, the price in effect at the time of billing will take precedence.

In the event that a product is listed with an incorrect price due to a typographical or other error, We Referred You reserves the right to refuse or cancel any orders placed for the product listed at the incorrect price, regardless of whether the order has been confirmed and/or accepted. If the order is canceled after account has been charged for the purchase, We Referred You will issue an appropriate credit.

#### **Security Measures**

While We Referred You maintains procedures to protect personal information transmitted to We Referred You, any communications via the internet may be subject to breaches of security. We Referred You is not responsible for any resulting damage to any visitor for any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, or any other technical or other malfunction during any visitor transmissions. In furtherance thereof, by utilizing WRY you agree to assume the risk of risk and liability arising from your use of WRY, and further agree to waive any claim you may have against We Referred You, its affiliates, subsidiaries, operational providers, partners, shareholders, officers, employees, directors and agents for damages, claims and/or losses that may be suffered and/or incurred as a result of visiting, utilizing and/or providing information in any way relating to WRY. Furthermore, by utilizing WRY, you agree to indemnify and hold We Referred You, its affiliates, subsidiaries, operational

providers, partners, shareholders, officers, employees, directors and agents, harmless for any damages, claims and/or losses (including costs and attorneys' fees) asserted against We Referred You and said entities and individuals as a results of actions and/or omissions by you as a result of visiting, utilizing and/or providing information in any way relating to WRY.

## **Our Security Procedures**

We Referred You requires employees to protect the privacy of all information collected on WRY. Only employees and persons with specific authorization have access to databases containing visitors' personal information. The databases are protected in a secure facility. If We Referred You decides to share visitor information with others, the receiving entity will also maintain the security and integrity of the personal information collected from WRY.

#### Links

WRY contains links to other websites, which are the sole responsibility of such independent third parties, and use thereof is solely at visitor's risk. We Referred You has no control over the content or policies of such third party website, and We Referred You is not responsible or liable for the content, accuracy or reliability of any websites linked to WRY. We Referred You is providing these links solely as a convenience, and the inclusion of any link does not imply endorsement by We Referred You of the website and/or the entity(ies) identified therein. It is your responsibility to take precautions to ensure that whatever you select for your use is free of such items as infection, viruses, worms, Trojan horses or other code that manifests contamination or destructive properties.

## No unlawful or Prohibited Use

As a condition of your use of WRY, you agree not to use WRY for any purpose that is unlawful or prohibited by the terms hereof. You agree not to utilize WRY in any manner that could damage, disable, overburden or impair any We Referred You server, or the network(s) connected to any We Referred You server, or interfere with any other party's use and enjoyment of WRY. You agree not to attempt to obtain unauthorized access to WRY or software, other accounts, computer systems or networks connected to any We Referred You server or WRY.

#### Choice of Law and Forum

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding its conflicts of law rules. Any dispute arising out of or relating to this Agreement or your access or use of WRY will be subject to the exclusive jurisdiction of the Federal and State courts located within the state of Texas, and you hereby submit to the personal jurisdiction of such courts.

#### Miscellaneous

This Agreement constitutes the entire agreement between We

Referred You and visitor, and supersedes all prior and contemporaneous contracts, agreements and understandings between the parties, whether written or oral, with regard to WRY. This Agreement may not be amended except in writing signed by authorized representatives of the parties hereto. No changes, amendments, or alterations to this Agreement shall be effective unless in writing and signed by duly authorized representatives of the respective parties. Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement. The waiver of or acquiescence by any party hereto to any terms or provision hereunder, or the failure of any party to insist upon strict compliance with any warranty, certification, representation, agreement, term or condition in this Agreement, shall not constitute a waiver of any subsequent waiver, acquiescence, default or failure, whether similar or dissimilar. If any provision of the Agreement is held to be invalid by a court of competent jurisdiction, the unenforceable provision shall be deemed severable from the remaining terms, which will remain in full force and effect.

## **Contact Information**

You may contact We Referred You directly if you have any questions regarding WRY, please contact We Referred You using the Contact Us link on the website or at:

We Referred You, LLC., 7407 Hour Glass Circle, Dallas, Texas 75252