

MERIDIANSOUNDINGBOARD.COM TERMS AND CONDITIONS

Introduction

This document sets forth the terms and conditions ("Terms and Conditions") governing your use of the MeridianHealth.com Web site ("Web Site") and the information and services made available on and through the Web Site. Please read this page carefully. The Terms and Conditions, when agreed to by you, will form a binding Agreement between you and Meridian Health System, Inc. ("Meridian Health").

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Your use of the Web Site indicates your acceptance of these Terms and Conditions. If you do not accept these Terms and Conditions, you may not use the Web Site. From time to time these Terms and Conditions may be revised by updating this document and posting it on the Web Site. It is your obligation to review these Terms and Conditions from time to time. Your continued use of the Web Site will constitute your agreement to the most current version of these Terms and Conditions. If at any time you do not agree to these Terms and Conditions, you must cease your use of this Web Site.

Termination of Access

The use of this Web Site and its services is a privilege. Meridian reserves the right to suspend your use of this Web Site for any reason at any time, in its sole discretion.

Definitions

For the purposes of this Agreement, the following definitions apply:

- **Content:** includes all Text, Graphics, Design and Programming used on the Web Site.
- **Text:** includes all text on every page of the Web Site, whether editorial, navigational, or instructional.
- **Graphics:** includes all logos, buttons, and other graphical elements on the Web Site, with the exception of paid advertising banners.
- **Design:** includes the color combinations and the page layout of the Web Site.

- **Programming:** includes both client-side code (including but not limited to HTML, JavaScript, etc.) and server-side code (including but not limited to Active Server Pages, VBScript, databases, etc.) used on the Web Site.
- **Document:** refers to any posting to the Web Site.
- **User:** refers to any individual who uses any aspect of the Web Site or its services.
- **You:** refers to the person accessing the Web Site and agreeing to these Terms and Conditions.

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- You may not respond to postings or information contained on the Web Site in any manner or for any purpose other than that which is expected (i.e., to apply for a job, place an electronic commerce order or obtain information from a linked Internet Web site);
- You may not delete, edit or revise any material posted on this Web Site. You may not copy, duplicate, download or otherwise use any material posted on this Web Site except for the purposes permitted by these Terms and Conditions.

Other Internet Web Sites

You are encouraged to use discretion while searching the Internet on searches or by links initiated at this Web Site. Links contained in the Web Site may unintentionally lead to other Internet Web sites which contain information that some people may find inappropriate or offensive. The links may also lead to Internet Web sites which contain inaccurate information, false or misleading advertising, or information which violates copyright, trademark, libel or defamation laws. Meridian Health makes no representations concerning any effort to review any or all of the content of Internet Web sites listed, linked or contained on this Web Site.

Limitations on Information Submitted

The submission of information, via e-mail or attachment to e-mail, direct data entry into the Web Site, or otherwise ("Document") is subject to the following guidelines and restrictions:

- It may not contain information that is known by you to be untrue, false or misleading or which does not fairly or accurately depict or describe the subject matter which is the subject of the information posted by you;
- It may not present information which impersonates another person, whether living or dead, misstate the identity of any person, or misstate or mislead as to gender or age;
- You may not post chain letters or pyramid schemes;
- You may not post opinions or notices, commercial or otherwise;

Protection of Information

Meridian Health assumes no liability or responsibility for lost information or Documents submitted by You to Meridian Health. It is your responsibility to ensure that all information submitted by You is archived or otherwise backed-up.

User Representations

You represent and warrant that you possess the legal right and ability to enter into this Agreement and to use the Web Site in accordance with this Agreement. You agree to comply with Your responsibilities and obligations as stated in this Agreement.

Content

Statements made on the Web Site and in Internet Web sites, newsgroups, message boards, e-mails, conferences and chats reflect only the views of their authors and do not necessarily reflect those of Meridian Health. All statements displayed on the Web Site or accessible through the Web Site are subject to the limitations and disclaimers contained in these Terms and Conditions.

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To ensure the security of the Web Site and of Users, the following security rules govern uses of the Web Site for which you are prohibited:

- accessing data not intended for you or logging into a server or account which the you are not authorized to access;
- attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- attempting to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "mail-bombing" or "crashing";
- sending unsolicited e-mail, including promotions and/or advertising of products or services;
- forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

Violation of these Security Rules may result in civil or criminal liability in addition to the termination of your access rights. Meridian Health will investigate any occurrences which that may involve such

violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

Termination of Access to Web Site

Users who violate these Terms and Conditions may be denied access to the Web Site at the sole discretion of Meridian Health.

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Meridian Health, assumes no responsibility for the activities or conduct of Users.

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- **Indemnification**

You agree to indemnify, defend and hold harmless Meridian Health from and against any and all liability, claims, causes of actions, damages, costs and expenses, including but not limited to, attorneys' fees and costs of suit, arising out of your breach of these Terms and Conditions.

Third Party Rights

The provisions of paragraph 13 hereof are for the benefit of Meridian Health and its officers, directors, team members, agents, licensors, suppliers, and Information Providers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against You on their own behalf.

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