



Terms of Service for GMMI, Inc.

GMMI Inc. d/b/a Global Medical Management (“**GMMI**”) welcomes you to its website. The following Terms of Service (as defined below) apply to all users of www.gmmi.com (the “**Website**”). The following Terms of Service for the Website is an agreement between you, an individual user (“**You**”), and GMMI regarding your use of the Website. You and GMMI are referred to herein individually as “**Party**” or collectively as the “**Parties**”. When using the Website, You will be subject to any additional posted rules applicable to specific services and features which may be posted from time to time (the “**Rules**”). All Rules are hereby incorporated by reference into the Terms of Service.

BEFORE USING THE WEBSITE, PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY. BY ACCESSING, BROWSING, OR USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS, INCLUDING THE RULES, AND ANY FUTURE MODIFICATIONS (COLLECTIVELY, THE “**TERMS OF SERVICE**” OR “**TOS**”). IF AT ANY TIME YOU DO NOT AGREE TO THE TOS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF THE WEBSITE.

1. **Privacy Notice.** Your privacy is important to GMMI. GMMI’s Privacy Policy is hereby incorporated into the TOS by reference, which may be found on the Website.

2. **Eligibility.** In order to use the Website, You must be the age of majority in Your jurisdiction and fully able and competent to enter into the TOS, conditions, obligations, affirmations, representations and warranties set forth in the TOS and to abide by and comply with the TOS. You represent that You meet the eligibility requirements in this Section and that You are over the age of 13, as the Website is not intended for children under the age of thirteen (13).

3. **Modification of the TOS.** From time to time, GMMI may change, remove, add to (including without limitation by way of additional terms) or otherwise modify the TOS, and reserves the right to do so in its discretion. In that case, GMMI will post the updated TOS, as relevant, to the Website and indicate the date of revision. GMMI encourages you to periodically review the TOS. Your continued use of the Website after new and/or revised TOS have been posted indicates that You have read, understood and agreed to the current version of the TOS.

4. **Ownership; Proprietary Rights.** As between the Parties, the Website, including the content, visual interfaces, interactive features, information, graphics, design, compilation, computer code, software, services, and all other elements of the Website that are provided by GMMI (“**GMMI Materials**”) are owned and/or licensed by GMMI. Except as expressly authorized by GMMI, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Website or the GMMI Materials. GMMI reserves all rights not expressly granted in the TOS. You shall not acquire any right, title, or interest to the GMMI Materials, except for the limited rights set forth in the TOS.

5. **Website Access.** GMMI grants You permission to use the Website, as set forth in the TOS, provided that,

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and for so long as (i) You use the Website solely to obtain information available on the Website to the general public regarding GMMI and its services; (ii) except as expressly permitted in the TOS, You do not download, reproduce, redistribute, retransmit, publish, resell, distribute, publicly display or otherwise exploit any portion of the Website in any medium without GMMI's express prior written authorization; (iii) You do not alter or modify any part of the Website; (iv) You do not engage in any of the prohibited uses described below; and (v) You otherwise fully comply with the TOS. The Website is controlled and offered by GMMI from its facilities in the United States of America. GMMI makes no representations that the Website is appropriate or available for use in other locations. If You are accessing or using the Website from other jurisdictions, You do so at your own risk and You are responsible for compliance with local laws.

6. **Prohibited Uses of the Website.**

(a) As a condition of your use of the Website, You hereby represent and warrant that You will not use the Website for any purpose that is unlawful or prohibited by the TOS including, without limitation, the prohibitions in this Section.

(b) Any use by You of any of the GMMI Materials and the Website, other than to obtain information available on the Website to the general public regarding GMMI and its services, is prohibited. You agree not to reproduce, duplicate, copy, sell, trade, resell, distribute, or exploit any portion of the Website, use of the Website, or access to the Website.

(c) You agree not to use the Website if You do not meet the eligibility requirements described in Section 2 above.

(d) You agree not to defame, harass, abuse, threaten, stalk or defraud users of the Website, or collect, or attempt to collect, personal information about users or third parties.

(e) You agree not to intentionally interfere with or damage, impair or disable the operation of the Website or any user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, worms, spyware, adware, or other malicious code.

(f) You agree not to remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Website, features that prevent or restrict the use or copying of any part of the Website, or features that enforce limitations on the use of the Website.

(g) You agree not to attempt to gain unauthorized access to the Website, or any part of it, or other computer systems or networks connected to the Website, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Website or any activities conducted through the Website.

(h) You agree not to obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website. You agree neither to modify the Website in any manner or form, nor to use modified versions of the Website, including (without lim-



itation) for the purpose of obtaining unauthorized access to the Website, or any portion thereof.
(i) You agree not to use any GMMI logos, graphics, or trademarks as part of the link without GMMI's express written consent.

(j) Except as otherwise expressly permitted by GMMI in a separate written agreement between You and GMMI, You agree not to make unsolicited offers, advertisements, proposals, or send junk mail or spam to other users of the Website. This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures.

(k) You agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Website or any part thereof.

(l) You agree not to impersonate another person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.

7. **Links and Third Party Websites.** GMMI or third parties may provide links on the Website to other websites including the content therein ("**Other Websites**"). GMMI has no control over such Other Websites or their content and therefore makes no claim or representation regarding, and expressly disclaims responsibility for, the accuracy, quality, legality, nature, availability, or reliability of Other Websites or content linked to by the Website. GMMI provides links to You only as a convenience, and the inclusion of any link on the Website does not imply our affiliation, endorsement, or adoption of the linked Website or any information therein. ACCESS AND USE OF OTHER WEBSITES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON OTHER WEBSITES OR AVAILABLE THROUGH REFERENCE WEBSITES, IS SOLELY AT YOUR OWN RISK. Our TOS and policies do not govern your use of any website other than the Website. You should review applicable TOS and policies, including the privacy and data gathering practices, of any Other Websites.

8. **Terms of Service Violations; Termination.**

(a) **You.** Your only remedy with respect to any dissatisfaction with (i) the Website, (ii) any term of the TOS, (iii) any policy or practice of GMMI in operating the Website, or (iv) any content or information transmitted through the Website, is to discontinue your use of any and all parts of the Website.

(b) **GMMI.** You agree that GMMI, in its sole discretion and for any or no reason, may terminate availability of the Website (or any part thereof). You agree that your access to the Website, or portion thereof, may be terminated without prior notice and You agree that GMMI shall not be liable to You or any third-party for any such termination. These remedies are in addition to any other remedies GMMI may have at law or in equity.

9. **Availability of Service.** GMMI may make changes to or discontinue any of the services described on the Website at any time, and without notice. The media or services on the Website may be out of date, and GMMI makes no commitment to update these materials on the Website.

10. **INDEMNIFICATION.** YOU AGREE TO INDEMNIFY AND HOLD HARMLESS GMMI, AND ITS SUBSIDIARIES, AFFILIATES OR ANY RELATED COMPANIES (INCLUDING THOSE WHICH SHARE SUBSTANTIALLY COMMON OWNERSHIP), AND THE OFFICERS, DIRECTORS, STOCKHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF ANY OF THEM FROM ANY AND ALL CLAIMS, LOSSES, OBLIGATIONS, DAMAGES, LIABILITIES, COSTS, DEBT, AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING OUT OF (I) YOUR USE OR MISUSE OF THE WEBSITE; (II) YOUR VIOLATION OF THE TOS; (III) YOUR VIOLATION OF THE RIGHTS OF ANY OTHER PERSON OR ENTITY USING THE WEBSITE; AND (IV) YOUR BREACH OF THE FOREGOING REPRESENTATIONS, WARRANTIES, AND COVENANTS. GMMI RESERVES THE RIGHT, AT YOUR EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER FOR WHICH YOU ARE REQUIRED TO INDEMNIFY US AND YOU AGREE TO COOPERATE WITH OUR DEFENSE OF THESE CLAIMS. YOU AGREE NOT TO SETTLE ANY MATTER WITHOUT THE PRIOR WRITTEN CONSENT OF GMMI. GMMI WILL USE REASONABLE EFFORTS TO NOTIFY YOU OF ANY SUCH CLAIM, ACTION, OR PROCEEDING UPON BECOMING AWARE OF IT.

11. **Disclaimers; No Warranties.**

(a) **Acknowledgement.** YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION 11, THE TERM GMMI INCLUDES GMMI'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, STOCKHOLDERS, AFFILIATES, AND SUBCONTRACTORS.

(b) **No Warranties.** TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, GMMI DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GMMI OR THROUGH THE WEBSITE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

(c) **"As is" and "As available" and "With All Faults."** YOU EXPRESSLY AGREE THAT THE USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.

(d) **Website Operation.** GMMI DOES NOT WARRANT THAT THE GMMI MATERIALS WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS AND DOES NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

(e) **Accuracy.** GMMI DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE WEBSITE OR ANY OTHER WEBSITES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

(f) **Harm to Your Computer.** YOU UNDERSTAND AND AGREE THAT YOUR USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAINING INFORMATION, MATERIALS, OR DATA THROUGH THE WEBSITE IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

12. **Limitation of Liability and Damages.**

(a) **Limitation of Liability.** UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL GMMI OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THE TOS OR THAT RESULT FROM YOUR USE OR THE INABILITY TO USE THE GMMI MATERIALS, THE WEBSITE ITSELF, OR ANY OTHER INTERACTIONS WITH GMMI, EVEN IF GMMI OR A GMMI AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **Limitation of Damages.** IN NO EVENT SHALL GMMI OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS, LICENSORS OR SUPPLIERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE TOS OR YOUR USE OF THE WEBSITE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE) EXCEED FIVE HUNDRED DOLLARS (USD\$500.00).

13. **Limitations by Applicable Law; Basis of the Bargain.**

(a) **Limitations by Applicable Law.** CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES, OR LIABILITY CONTAINED IN THE TOS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED.

(b) **Basis of the Bargain.** YOU ACKNOWLEDGE AND AGREE THAT GMMI HAS PERMITTED YOU TO ACCESS THE WEBSITE IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND GMMI, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND GMMI. YOU ACKNOWLEDGE AND AGREE THAT GMMI WOULD NOT BE ABLE TO PROVIDE THE WEBSITE TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

14. **Digital Millennium Copyright Act Compliance.** If You are a copyright owner or an agent thereof, and believe that any third party content on the Website infringes upon Your copyrights, You may submit a notification pursuant to the Digital Millennium Copyright Act ("**DMCA**") by providing our Copyright Agent with the following information in writing (see 17 U.S.C § 512(c)(3) for further detail).

(i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Website are covered by a single notification, a representative list of such works from the Website;

(iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit GMMI to locate the material;

(iv) Information reasonably sufficient to permit GMMI to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

(v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

GMMI's designated Copyright Agent to receive notifications of claimed infringement is:

James Sion

880 SW 145th Avenue, Suite 400

Pembroke Pines, Florida 33027

Email: legal@gmmi.com

Telephone: 1-954-370-6404

15. International Visitors.

All matters relating to our Services are governed by the laws of the State of Florida in the United States of America. If you visit our Services or contact us from outside of the United States of America, please be advised that (i) any information you provide to us or that we automatically collect will be transferred to the United States of America; and (ii) that by using our Services or submitting information, you explicitly authorize its transfer to and subsequent processing in the United States of America in accordance with this Privacy Policy.

16. Miscellaneous.

(a) **Notice.** GMMI may provide You with notices, including those regarding changes to the TOS, by postings on the Website.

(b) **Governing Law.** The TOS shall be governed by and construed in accordance with the laws of the State of Florida, U.S.A., without giving effect to any principles of conflicts of law.



(c) **Jurisdiction.** You agree that any action at law or in equity arising out of or relating to the TOS or the Website shall be filed only in the state or federal courts in and for Broward County, Florida and You hereby consent and submit to the personal and exclusive jurisdiction and venue of such courts for the purposes of litigating any such action.

(d) **Waiver.** A provision of the TOS may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of GMMI to exercise or enforce any right or provision of the TOS will not constitute a waiver of such right or provision.

(e) **Severability.** If any provision of the TOS shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the TOS and shall not affect the validity and enforceability of any remaining provisions.

(f) **Independent Contractor.** You agree that no joint venture, partnership, employment, or agency relationship exists between You and GMMI as a result of the TOS or use of the Website.

(g) **Claims.** YOU AGREE THAT ANY CAUSE OF ACTION BROUGHT BY YOU ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

(h) **Disclosures.** The services hereunder are offered by GMMI, Inc., located at 880 SW 145th Avenue, Suite 400 Pembroke Pines, Florida 33027, email:info@gmmi.com, Telephone: 1-954-370-6404. If you are a California resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information.

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