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If you think you may have a medical emergency, call your doctor or 911 immediately. Ball DermPath does not recommend or endorse any specific tests, physicians, products, procedures opinions, or other information that may be mentioned on The Site. Reliance on any information provided via or by The Site is solely at your own risk.

The Site may contain health or medical-related materials that are sexually explicit. If you find these materials offensive, you may not want to use The Site.

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While our goal is to operate a 100% error-free and secure site, we do not guarantee that The Site is accurate, complete or free from unauthorized access. To help prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place physical, electronic, and managerial procedures to safeguard and secure the information we collect online.

To protect your privacy and security, we will take reasonable steps to help verify your identity before granting access or making corrections.

## **Your Account/Logins**

You may have the opportunity to create a user account for The Site. Your access to that user account or to certain features or services on The Site may be protected by passwords or require a login. Further, for authentication purposes, certain features on The Site may require you to answer a designated security question. We will treat any personal information that you submit through The Site in accordance with our Privacy Policy, and, if applicable, with our Notice of Privacy Practices, which is/are incorporated herein by reference. You agree to provide us with current, updated, complete and accurate information as prompted by the applicable registration process and agree to regularly update this information to maintain its completeness and accuracy. You agree not to obtain or to attempt to obtain unauthorized access to such parts or features on The Site, or to any other protected materials or information, through any means not intentionally made available to you by us. You agree not to use, when subscribing or at any other time on The Site, any aliases or pseudonyms or to provide any false or out of date information about yourself. You may not (i) select or use a screen name of another person with the intent to impersonate that person; (ii) use a name of any person other than yourself without authorization; or (iii) use a screen name that we, in our sole discretion, deem offensive or inappropriate.

To the extent that you are permitted to create a user account for your company, you represent that you have authority to do so, and will not use such a user account beyond the scope permitted.

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If you contribute any Submissions, you are publishing every word and material you provide. You should therefore assume that it may be retained forever, although we assume no obligation to retain or make it available for any length of time, much less forever. With respect to Submissions posted to or on The Site, if any, we are the provider of an interactive computer service and user providing the Submission (which may be you or a third party) is the publisher or speaker of the Submission. For such Submissions, we remain merely the provider of an interactive computer service and not the information content provider even if we exercise the traditional editorial function of editing or revising a Submission. For such Submissions, we are neither requesting nor requiring any particular or general information from you.

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- all Submissions you provide do NOT infringe any copyright, patent, trademark or other intellectual property right;
- all Submissions you provide are either original to you or are provided without violation or infringement of any contract or rights of any others;
- all Submissions you provide do not contain any material, non-public information about any third party or third-party's intellectual property, trade secret, or other rights;
- no other party has any rights to the Submissions you provide or that you have all rights necessary to grant the rights and agree to the provisions of these Terms of Use;
- your act of providing, and the continued existence on The Site of, such Submissions does NOT violate any right, restriction, law, regulation, ordinance, governmental decree, contract or obligation;
- all Submissions you provide are provided without any restrictions and that you have authority to provide all of the Submission and to agree to these Terms of Use;
- all Submissions you provide do NOT violate these Terms of Use;
- all Submissions you provide do NOT solicit, encourage or promote illegal activity or substances;

-all Submissions you provide do NOT express or imply that any statements you make are endorsed by us, without our prior written consent; and

-none of your Submissions give rise to civil or criminal liability, encourage conduct that constitutes a criminal offense or otherwise violates any local, state or federal law.

You may NOT provide or post Submissions that are contrary to the above representations, warranties and restrictions.

Prohibited Submissions. Additionally, you may not post, transmit or provide as a Submission for The Site the following:

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-promotional materials relating to other websites or online services competitive with us or The Site;

-any personally identifiable information of you or anyone else; uploading media like images or videos of other people without their permission is strictly prohibited;

-software or other materials that are or contain spam, viruses, worms, time-bombs, Trojan horses, or another harmful or disruptive component;

-personalized information about your own investments, objectives, needs or portfolios;

-political campaign materials, chain letters, mass mailings or spam; or

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PROFITS OR LOST BUSINESS OR LOST SALES, EVEN IF WE OR SUCH INDIVIDUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS. YOU HEREBY AGREE TO RELEASE US, OUR AFFILIATES AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIM WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." WITHOUT LIMITING THE FOREGOING OR THAT WHICH APPEARS BELOW, IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES ARISING FROM, ALLEGEDLY SUSTAINED ARISING OUT OF, OR DIRECTLY OR INDIRECTLY RELATED TO ILLEGAL CONDUCT OR ANY VIOLATION OF THESE TERMS OF USE BY YOU; AND YOU AGREE TO RELEASE US FOR ALL CLAIMS ARISING FROM OR RELATED IN ANY WAY TO ANY ILLEGAL CONDUCT OR ANY VIOLATION OF THESE TERMS OF USE BY YOU; AND YOU AGREE TO INDEMNIFY AND DEFEND US AS SET FORTH BELOW. WITHOUT LIMITING THE FOREGOING, WE ARE NOT LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH, CAUSE BY YOUR USE OR MISUSE OF THE SITE, CONTENT, SERVICES OR PRODUCTS; AND ANY CLAIMS ARISING IN CONNECTION WITH THE SITE, CONTENT, SERVICES OR PRODUCTS MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT GIVING RISE TO SUCH ACTION OCCURRED.

You Assume the Risk. To the extent permitted by law, you assume the risk of all use of The Site and the Content. As set forth below in these Terms of Use, you release us from all liability and you will indemnify and defend us.

Indemnity. You agree to indemnify and hold us, our subsidiaries, affiliates, parents, licensors, content providers, and service providers, and all of our/their employees, agents, officers, managers, directors, owners, shareholders, agents, and contractors (the "Indemnified Parties") harmless from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use by you or done at your direction or request or from any illegal conduct by you, including without limitation any use of The Site, Services, Products or any Content other than as expressly authorized in these Terms of Use or as may be expressly authorized in another agreement. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized action, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your providing a Submission, violating any of these Terms of Use or using any Product, Services, or Content. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under these Terms of Use. In such event, you shall provide us with such cooperation as is reasonably requested by us and reimburse us all defense costs, including reasonable attorneys' fees.

## **Miscellaneous**

Links. You may not create a link to this website from another website or document without our prior written consent. From time to time, The Site may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we

endorse or have an association with the linked website(s). We have no responsibility for the content of the linked website(s).

User Information. In the course of your creation of an account or other use of The Site, you may provide or you may be asked to provide certain information about yourself ("User Information"). We will treat any personal information that you submit through The Site in accordance with our Privacy Policy, which is incorporated herein by reference. You may access that Privacy Policy through a link on The Site. You acknowledge and agree that you are solely responsible for the accuracy and content of the User Information.

Please keep in mind that whenever you voluntarily disclose personal information online - for example, through email, discussion lists, or elsewhere - that information can be collected and used by others. In short, if you post personal information online that is accessible to the public, you may receive unsolicited messages from other parties in return.

Ultimately, you are solely responsible for determining whether you intend for your personal information to be confidential and for maintaining its confidentiality. Please be careful and responsible whenever you are online.

Copyright Agent. We respect the intellectual property rights of others, and require that the people who use The Site do the same. If you believe that your work has been copied on The Site or by us in a way that constitutes copyright infringement, please forward the following information to the Copyright Agent named below: your address, telephone number, and e-mail address; a description of the copyrighted work that you claim has been infringed; a description of where the alleged infringing material is located; a statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law; an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Copyright Agent: Jeff Hanchey, Executive Director, Ball Dermpath, PA, 2006 New Garden Rd Ste 106, Greensboro, NC 27410, 336-609-6240. This contact information is only for suspected infringement. Contact information for other matters may be provided elsewhere on this site.

Applicable Laws. We control and operate The Site from our offices in the United States of America. We do not represent that materials on The Site are appropriate or available for use in other locations. Persons who choose to access The Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. The Terms of Use and the relationship between you and us shall be governed by the laws of the State of North Carolina, without regard to its conflict of law provisions. You and we agree that any cause of action that may arise under these Terms of Use shall be commenced and be heard in the appropriate court in the State of North Carolina. You and we each agree to submit to the personal jurisdiction of the courts located within the State of North Carolina and waive any defenses to the assertion of jurisdiction by or venue in these courts. To the extent allowed by law, you agree that the exclusive jurisdiction for any cause of action that may arise under the Terms of Use or that may relate to The Site shall be an appropriate court, federal or state, in North Carolina. Any failure by us to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action of yours arising out of or related to use of The Site or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Breaches of Security. We are not responsible for any breach of security caused by third parties or for any actions of any third parties that receive the information. We also may allow to be

displayed on The Site advertisements of third parties. We are not responsible for such third party's privacy policies or how they treat information about their users.

Legal Subpoenas. We may disclose personal information if we are required to do so by law or we in good faith believe that such action is necessary to (1) comply with the law or with legal process; (2) protect and defend our rights and property; (3) protect against misuse or unauthorized use of The Site; or (4) protect the personal safety or property of our users or the public (among other things, this means that if you provide false information or attempt to pose as someone else, information about you may be disclosed as part of any investigation into your actions).

No Use by Anyone Under 18; Children's Privacy. The Site is not directed towards children, minors or anyone under the age of 18. Please do not send us or post any information about anyone under the age of 18, like names, addresses or e-mail addresses. In general, we do not knowingly collect personally identifiable information from those under 18. If, in limited circumstances, we do knowingly collect personally identifiable information from someone under the age of 18, we will do so only with verified parental consent prior to collection. In the event that we learn that we have collected any personal information from a child under the age of 18 without verification of parental consent, we will delete that information from our material as quickly as possible.

Should you have other questions or concerns about these Terms of Use, please call us at 336-609-6240.

## **Privacy Policy**

We publish this Privacy Policy to inform you of our practices concerning the collection and use of information you provide us through interactions with this website. This policy is not applicable to information gathered or provided to us by other methods or controlled by other agreements.

### **Our Commitment to Privacy**

To better protect your privacy we provide this notice explaining our online information practices and the choices you can make about the way your information is collected and used. To make this notice easy to find, we make it available on our homepage and at every point where personally identifiable information may be requested.

### **Notice of Privacy Practices/Protected Health Information**

Please review our Notice of Privacy Practices, which describes how medication information about you may be used or disclosed and how you can get access to such information. The provisions of that Notice of Privacy Practices are considered part of this more general Privacy Policy. With respect to any Protected Health Information, the terms of the Notice of Privacy Practices shall control and govern in the event of any conflict between that Notice of Privacy Practices and this more general Privacy Policy.

### **A Note to Non-US Users**

If you are located outside of the United States, please note that the information you provide to us will be transferred to the United States. By using The Site, you consent to this transfer and the processing of your data (personal or otherwise) in accordance with this Privacy Policy. You also consent to the adjudication of any disputes arising in connection with this website in the federal

and state courts of, and in accordance with the laws of, the State of North Carolina. The applicable laws in the United States regarding the processing of data (personal or otherwise) may be less stringent than the laws in your country.

We make no claim that The Site or the Content is appropriate for or may be downloaded outside of the United States. Access to The Site or Content may not be legal by certain persons or in certain countries. If you access The Site from outside the United States, you do so at your own risk and are responsible for compliance with laws of your jurisdiction.

## **A Note to California & Canadian Users**

California and Canadian users may have certain rights to know how their personal information may be shared with third parties who engage in direct marketing activities. This Privacy Policy explains our practices.

## **A Note to All Users**

By using this website, you consent to this transfer and the processing of your data (personal or otherwise) in accordance with this Privacy Policy. You also consent to the adjudication of any disputes arising in connection with The Site in the federal and state courts of, and in accordance with the laws of, the State of North Carolina.

## **What is Personally Identifiable Information**

"Personally identifiable information" is information that can be used to identify you as an individual. Personally identifiable information includes your name, address, telephone number and any other information that is connected with you personally.

## **Information You Provide to Us**

From time to time and if they are offered, on some pages of The Site, you may be able to register as a user, make requests, and ask to receive materials. When you register, we may collect personally identifiable information from you, such as your name, email address, address, country of residence, phone number, zip code and/or mail code; gender and age; and subscriber or registration user name, number, login, password, password reminder questions, security questions and answers for returning users. If you provide us feedback or testimonials regarding The Site, products or service via The Site or email, we will collect your name, email address and other information you provide.

From time to time and if they are offered, you may be able to elect to participate in a variety of Ball DermPath emails or e-letters (email services), ranging from daily news to specials. We collect personal information in connection with the registration for and use of such services.

## **Personal Information Collected via Technology**

To make The Site more useful to you, we may use technological means to collect personally identifiable information from you, including the Uniform Resource Locators (URLs) you just came from, the URLs you go to next, your browser type, and your Internet Protocol (IP) address. We

also may use cookies or clear GIFs to collect personally identifiable information from you about your use of The Site or emails we send you. You expressly consent to our use of cookies, clear GIFs, web beacons and similar technical methods when you use The Site and services.

An “IP Address” is a number that is usually associated with the place from which you enter the Internet, like your Internet Service Provider, your company or your university. We may use your IP address to help diagnose problems with our servers, to gather broad demographic information, to administer The Site, and/or to analyze The Site’s flow.

“Cookies” are small amounts of data (often including a unique identifier), that are sent to your browser from a website's computers and stored on your computer's hard drive. The Site may use both session cookies, which expire once you close your web browser, and persistent cookies, which stay on your computer until you delete them, to provide you with a more personal and interactive experience on The Site. You often have the ability to accept or to decline cookies, typically through an option on your web browser. If you disable your cookies, however, you will not have access to certain features of The Site or portions of The Site may not function efficiently.

“Clear GIFs” are clear electronic images that are used to track your movements on The Site. They help us determine whether content on The Site is effective. We also use clear GIFs in certain types of emails (such as HTML-based emails) to let us know which emails have been opened and acted upon by recipients (including any persons to which the emails have been forwarded). Clear GIFs on our site collect a limited set of information including cookie number, time and date of a page view and a description of the page on which the clear GIF resides. This information helps us assess the effectiveness of certain communications and marketing campaigns. Web beacons are small pieces of data that are embedded in images on the pages of web sites. Cookies, Clear GIFs, web beacons and other technical methods may involve the transmission of information either directly to us or to another party authorized by us to collect information on our behalf.

We (or third party service providers on our behalf) may also use cookies, Clear GIFs and other technical means to collect aggregate information about web site users on an anonymous basis. We may share aggregate demographic and usage information with our prospective and actual business partners, advertisers and other third parties for any business purpose.

## **Use of Information**

We may use the information you provide about yourself to provide information about products or services to you. We also use personally identifiable information to notify you about updates to our products and services, marketing initiatives, and to respond to your requests and inquiries. We also may use personally identifiable information to offer you information about other products, programs or services that we believe may be of interest to you, to send you newsletters and other marketing material. We use the information you provide to communicate with you, such as to notify you when changes may be necessary to an agreement with you, to fulfill a request by you, or to contact you about your account or registration with us.

We use and may disclose to third parties the information that you provide also for the purpose of providing you information.

If you register with The Site, we may send you newsletters and emails that directly promote the use of The Site or our products or services and may contain, in whole or in part, advertisements for third parties which relate to others with whom we do business. If you provide information in

connection with a specific event, we may share your information with the sponsor or those associated with the event.

We do not share your personally identifiable information with outside parties except to the extent necessary to provide information to you or as stated in this Privacy Policy.

We use return email addresses to answer emails or web-based requests that we receive.

If you send a testimonial or comment to us, we may post it on The Site or use it in any advertising materials. We may attribute your testimonial to you by posting your name or some combination of your name and initials, if provided or ascertainable, on The Site or advertising materials.

We may create anonymous data records from personally identifiable information by excluding information (such as your name) that makes the data personally identifiable to you. We use this anonymous data to perform statistical analysis of users' aggregate behavior so that we may enhance the content of our services and The Site, and improve The Site's navigation. We reserve the right to disclose anonymous data to third parties in our discretion.

We use the non-personally identifiable information that we collect to improve the design and content of The Site and to enable us to augment your Internet experience. We also may use this information in the aggregate to analyze site usage, as well as to offer you products, programs, or services.

We may transfer information about you if we are acquired by or merged, in part or in whole, with another company, and we may share information about you with our subsidiaries, if any.

Agents and contractors of ours who have access to personally identifiable information are required to protect this information in a manner that is consistent with this Privacy Policy by, for example, not using the information for any purpose other than to carry out the services they are performing for us.

Although we take appropriate measures to safeguard against unauthorized disclosures of information, we cannot assure you that personally identifiable information that we collect will never be disclosed in a manner that is inconsistent with this Privacy Policy.

At some places on The Site, we may ask your permission to disclose personally identifiable information about you to companies whose practices are not covered by this Privacy Policy (e.g., other marketers, magazine publishers, retailers, participatory databases and non-profit organizations) that want to market products or services to you.

Finally, we will not use or transfer personally identifiable information provided to us in ways unrelated to the ones described in this Privacy Policy without also providing you with an opportunity to opt out of these unrelated uses.

Except as otherwise stated in this Privacy Policy, we do not sell, trade, or rent to third parties the personally identifiable information collected from our services.

## **Our Commitment to Data Security**

The Site takes precautions to protect your personally identifiable information. When you transmit credit card information, it is encrypted during transfer via SSL (Secure Socket Layer).

While our goal is to operate a 100% error-free and secure site, we do not guarantee that The Site is accurate, complete or free from unauthorized access. To help prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place physical, electronic, and managerial procedures to safeguard and secure the information we collect online.

To protect your privacy and security, we will take reasonable steps to help verify your identity before granting access or making corrections.

## **Our Commitment to Children's Privacy**

The Site is not directed towards children, minors or anyone under the age of 18.

Please do not send us any information about anyone under the age of 18, like names, addresses or email addresses. In general, we do not knowingly collect personally identifiable information from those under 18. If, in limited circumstances, we do knowingly collect personally identifiable information from someone under the age of 18, we will do so only with verified parental consent prior to collection. In the event that we learn that we have collected any personal information from a child under the age of 18 without verification of parental consent, we will delete that information from our database as quickly as possible.

## **Breaches of Security**

We are not responsible for any breach of security caused by third parties or for any actions of any third parties that receive the information. We also may link to other websites or we may allow to be displayed on The Site advertisements of third parties. We are not responsible for such third party's privacy policies or how they treat information about their users.

## **Legal Subpoenas and Other Required Disclosures**

We may disclose personally identifiable information if we are required to do so by law, such as in response to a subpoena, or if we in good faith believe that such action is necessary to (1) comply with the law or with legal process; (2) protect and defend our rights and property; (3) protect against misuse or unauthorized use of The Site; or (4) protect the personal safety or property of our users or the public (among other things, this means that if you provide false information or attempt to pose as someone else, information about you may be disclosed as part of any investigation into your actions). We also may disclose such information in response to a law enforcement agency's request or where we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our terms of use, or as otherwise required by law.

## **Changes to this Privacy Policy**

We reserve the right to modify the Terms of Use, Privacy Policy or other disclaimers or legal terms at any time without giving you prior notice. Your use of The Site following any such modification constitutes your agreement to follow and be bound by such things as modified. For this reason, we encourage you to review the Terms of Use, Privacy Policy and other terms whenever you use The Site.

## **Your California Privacy Rights**

Under a provision of California law, customers of ours who are California residents may request certain information about the disclosure of personal information to any third parties for the third parties' direct marketing purposes, if any. To make such a request, please send an email to [clientservices@balldermpath.com](mailto:clientservices@balldermpath.com). You should put the statement "Your California Privacy Rights" in the subject field of your email. Please note that we are only required to respond to one request per customer each year, and we are not required to respond to requests made by means other than through this email address.

## **What Else Should I Know About My Privacy When Online?**

The Site may contain hyperlinks to other websites. The Site also may contain advertisements of third parties. We do not control and are not responsible for the privacy practices or the content of such third party websites or advertisers, or even those third parties to whom we may disclose personally identifiable information (as provided above). We do not share any of the individual personal information you provide us with the websites to which we link, except as stated elsewhere within this Privacy Policy, although we may share aggregate data with such websites (such as how many people use The Site). Please check with those third party sites to determine their privacy policy. When and if we embed third party content into a page of The Site, we will use reasonable efforts to ensure that it is evident or to advise our users that they have exited The Site and are entering a third-party controlled website. You should read and understand any privacy policy noted on all third party websites that you visit.

Please keep in mind that whenever you voluntarily disclose personal information online - for example through email, discussion lists, or elsewhere - that information can be collected and used by others. In short, if you post personal information online that is accessible to the public, you may receive unsolicited messages from other parties in return.

Ultimately, you are solely responsible for determining whether you intend for your personal information to be confidential and for maintaining its confidentiality. Please be careful and responsible whenever you're online.

Should you have other questions or concerns about these privacy policies, please contact us through the contact information on our [Contact Us](#) page.

The Site is operated by:

Ball Dermpath, P.A.  
2006 New Garden Rd Ste 106  
Greensboro, NC 27410

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