

GOOGLE HEALTH TERMS OF SERVICE

Welcome to Google Health.

1. Your Agreement with Google

Your use of Google Health is governed by this agreement. "Google" means Google Inc., located at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States, and its subsidiaries or affiliates involved in providing Google Health.

2. Not Medical Advice; U.S. Use Only

Google Health does not offer medical advice. Any content accessed through Google Health is for informational purposes only, and is not intended to cover all possible uses, directions, precautions, drug interactions, or adverse effects. This content should not be used during a medical emergency or for the diagnosis or treatment of any medical condition. Please consult your doctor or other qualified health care provider if you have any questions about a medical condition, or before taking any drug, changing your diet or commencing or discontinuing any course of treatment. Do not ignore or delay obtaining professional medical advice because of information accessed through Google Health. Call 911 or your doctor for all medical emergencies.

You may only use Google Health if you reside in the United States.

3. Your Account and Use of Google Health

You must provide accurate and complete registration information any time you register to use Google Health. You are responsible for the security of your passwords and for any use of your account. You must immediately notify Google of any unauthorized use of your password or account by following the instructions at this link: <http://www.google.com/support/accounts/bin/answer.py?answer=48601>.

Your use of Google Health and any content accessed through Google Health must comply with all applicable laws, regulations and ordinances, including any laws regarding the export of data or software. You must be at least 18 years old to use Google Health.

You may not access Google Health other than by the interfaces provided by Google or interfere with or disrupt the proper operation of Google Health.

4. Use of Your Information

If you create, transmit, or display health or other information while using Google Health, you may provide only information that you own or have the right to use. When you provide your information through Google Health, you give Google a license to use and distribute it in connection with Google Health and other Google services. However, Google may only use health information you provide as permitted by the Google Health Privacy Policy, your Sharing Authorization, and applicable law. Google is not a "covered entity" under the Health

Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder ("HIPAA"). As a result, HIPAA does not apply to the transmission of health information by Google to any third party.

5. Additional Terms

Your use of Google Health and any content accessed through Google Health is subject to each of the additional terms provided in connection with Google Health, including the Google Health Privacy Policy, the Sharing Authorization, and the Google Health Legal Notices.

6. Content and Services Accessed through Google Health

Google Health may include content that you find offensive, including health-related content that is sexually explicit.

Google may make third-party services available through Google Health. In order to use a specific service, you may choose to allow the third-party service provider to retrieve, provide, and/or modify health and other information in your account or otherwise share your information with the service provider. Once you enable a specific third-party service provider to access your account, the service provider may continue to access your account until you affirmatively disable access. Third-party service providers include both health care providers and other entities. It is your sole responsibility to review and approve each such third-party service before sharing your information through or otherwise accessing it.

Google may screen, modify, refuse, or remove certain content or third-party services, but is not responsible for and does not endorse any third-party content or services. Google further does not endorse any third-party service providers, other health care providers, products, services, opinions, or web sites accessed through Google Health.

USE OF THESE SERVICES AND RELIANCE ON THIS CONTENT IS SOLELY AT YOUR OWN RISK. GOOGLE MAY NOT BE HELD LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF ANY THIRD-PARTY SERVICE OR CONTENT. Providers of these third-party services and/or content are Google's "Licensors".

7. Google Proprietary Rights

Google and its Licensors own all proprietary rights to Google Health. Google gives you a personal, revocable, non-assignable, and non-exclusive license to use Google Health.

8. Modification and Termination of Google Health

Google may place limits on, modify, suspend or terminate Google Health generally, and may suspend or terminate your use of Google Health if you fail to comply with this agreement. This suspension or termination may delete your information, files, and other previously available content. If Google terminates Google Health or your use of Google Health, this agreement will also terminate, but Sections 3, 5, 7, 8, and 10-13 shall continue to be effective after this agreement is terminated.

9. Changes to this Agreement

Google may change this agreement and will post the modified agreement at <https://www.google.com/health/html/terms.html>. If you do not agree to the modified agreement, you should stop using Google Health. Your continued use of Google Health after the date the modified agreement is posted will constitute your acceptance of the modified agreement.

10. Indemnification

You will defend or settle any third-party claim against Google, any third party Google Health feature providers, or any of Google's other licensors arising out of or related to your use of Google Health.

11. Exclusion of Warranties

NEITHER GOOGLE NOR ANY OF GOOGLE'S LICENSORS MAKE ANY EXPRESS WARRANTIES, AND EACH OF THEM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER GOOGLE NOR ANY OF GOOGLE'S LICENSORS MAKE ANY WARRANTY THAT THE CONTENT IN GOOGLE HEALTH SATISFIES GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS. CONTENT IN GOOGLE HEALTH IS DEVELOPED FOR USE IN THE UNITED STATES, AND NEITHER GOOGLE NOR ANY OF GOOGLE'S LICENSORS MAKE ANY REPRESENTATION CONCERNING THE CONTENT WHEN USED IN ANY OTHER COUNTRY.

12. Limitation of Liability

NEITHER YOU NOR GOOGLE OR ANY OF ITS LICENSORS MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES, EVEN IF THE PARTY KNOWS OR SHOULD KNOW THAT OTHER DAMAGES ARE POSSIBLE OR THAT DIRECT DAMAGES ARE NOT A SATISFACTORY REMEDY. THE LIMITATIONS IN THIS SECTION APPLY TO YOU ONLY TO THE EXTENT THEY ARE LAWFUL IN YOUR JURISDICTION.

NEITHER YOU NOR GOOGLE OR ANY OF ITS LICENSORS MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN \$1,000.

The limitations of liability in this Section do not apply to breaches of intellectual property provisions or indemnification obligations.

13. General Legal Terms

If you have not signed a separate written agreement with Google related to Google Health, this agreement is the entire agreement between you and Google related to Google Health, replacing any prior agreements. If there is any conflict between this agreement and a signed written agreement between you and Google related to Google Health, the signed written agreement will control.

Google's Licensors may be third party beneficiaries to this agreement. There are no other third party beneficiaries to this agreement. The parties are independent contractors, and nothing in this agreement creates an agency, partnership, or joint venture.

If Google provides you with a translation of the English language version of this agreement, the English language version of this agreement will control if there is any conflict.

Failure to enforce any provision will not constitute a waiver of that provision. If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

This agreement is governed by California law, excluding California's choice-of-law rules. **THE EXCLUSIVE VENUE FOR ANY DISPUTE RELATING TO THIS AGREEMENT IS SANTA CLARA COUNTY, CALIFORNIA. YOU AND GOOGLE CONSENT TO THE PERSONAL JURISDICTION OF THESE COURTS.** Nothing in this agreement limits either party's ability to seek equitable relief.

April 28, 2008