



TERMS OF USE

Your access and use of this web site, any page contained herein including all web pages whose URL begins with www.paallergy.com is subject to the following Terms of Use and all applicable laws. Please read the following information carefully before accessing this web site. If you do not agree to be bound by these terms and conditions, promptly exit this web site. Your continued use of this web site indicates your agreement and acceptance to the following terms and conditions.

1. Copyright. All material on this web site, and the files associated with it, may be copyrighted by the Asthma, Allergy and Sinus Center (“AASC”) and its subsidiaries, or by the original creator of that material. It is protected by the copyright laws of the United States of America and under treaties with other nations. Unless otherwise stated, no material on this web site is in the public domain. You may not download, copy, reproduce, redistribute, republish, publicly display, post, or transmit material on this web site unless expressly permitted, and then only the designated material. AASC in no way represents or warrants that your use of materials displayed on this web site does not infringe the rights of third parties.

2. Linking and Third Party Links. Linking and Third Party Links. You may not establish a link to this web site without the express written consent of the general counsel of AASC. Please note that this web site is linked to other web sites that may have different terms of use. Please refer to those web sites for the appropriate information. Please understand that AASC has no control over the content on these web sites. In addition, a hyperlink to a non-AASC web site does not mean that AASC endorses or accepts any responsibility for the content, or the use, of the linked web site. If you decide to access any of the third party web sites linked to this web site, you do so entirely at your own risk.

3. Accuracy and Integrity of Information. Accuracy and Integrity of Information. AASC makes no representation or warranty of the accuracy, reliability, or completeness of the information. It is possible that the web site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to this web site by third parties. In the event that an inaccuracy arises, please inform AASC so that it may be corrected.

4. No Medical Advice Given. No Medical Advice Given. The information on this web site is for informational purposes only and is not intended as a substitute for medical professional help, advice, diagnosis or treatment. Always seek the advice of your physician or other qualified health care provider with any questions you have regarding your medical care. Nothing in this web site is intended as a recommendation or endorsement of any specific tests, products, procedures, companies, opinions, or other information that may be mentioned in this web site. Any reliance on any information provided by the web site personnel, others appearing on the web site at the invitation of the website and/or other visitors to the web site is solely at the user's risk. Information on this web site is not intended to create any provider-patient relationship. If you would like to make an appointment with a AASC provider, please call 1-610.436.5491.



5. Limitation of Liability and Disclaimer of Warranties. YOU ACKNOWLEDGE AND AGREE THAT USE OF THIS SITE IS AT YOUR OWN RISK AND THAT THE SITE AND ANY INFORMATION CONTAINED ON OR PROVIDED THROUGH THE SITE IS PROVIDED ON AN "AS IS" BASIS. AASC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE USE OF THIS SITE OR THE MATERIALS IN IT, AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF ACCURACY OR QUALITY, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. AASC ALSO EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS YOU ACCESS OR BROWSE THE SITE OR DOWNLOAD MATERIAL FROM IT. UNDER NO CIRCUMSTANCES SHALL AASC BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FEES, FINES OR PENALTIES, LOSS OF REVENUE OR BUSINESS OR LIABILITIES ARISING OUT OF OR RELATING IN ANY WAY TO YOUR USE OF THIS SITE, OR SITES ACCESSED THROUGH THIS SITE, AND/OR CONTENT OR INFORMATION PROVIDED ON OR THROUGH THIS SITE. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THIS SITE IS TO STOP USING IT.

6. User Submissions. User Submissions. Any communication or material you transmit to the web site by electronic mail or otherwise that does not contain personal health information, including data, questions, comments, suggestions, or the like, is, and may be treated as, non-confidential and nonproprietary. You hereby grant AASC a perpetual, royalty-free, non-exclusive license in any copyrightable material that you transmit or post to our web site. Any such material may be used by AASC for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast, and posting. Furthermore, AASC is free to use any ideas, concepts, know-how, or techniques in any communication that you send to the web site, for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products. You acknowledge that you are responsible for all information you send to the website. You may not post or transmit any information that is illegal, threatening, libelous, defamatory, obscene, ethnically or racially offensive or discriminatory, profane, infringes the copyright or other intellectual property right of any third party, invades the privacy of another person or any other information or materials that constitute a crime, gives rise to a civil action or otherwise violate any law or confidentiality agreement. AASC reserves the right to refuse to post any such message, and may take appropriate legal action.

7. Privacy. We refer you to our privacy statement for a complete discussion of how AASC utilizes information you communicate via our web site.

8. Trademarks. All trademarks, service marks, and logos ("Trademarks") displayed and used in this web site are the property of their respective owners. Nothing in this web site should be construed as granting any right or license to use any Trademark without the written permission of its owner.



Asthma, Allergy & Sinus Center

Andrew W. Murphy, MD, FAAAAI
Diplomates of the American Board of Allergy & Immunology

9. Advertising and Publicity. You shall not use AASC name or logo in any form of publicity or promotional or advertising material, or in any communications with the media without AASC prior written consent to the specific contemplated use. AASC does not endorse, recommend or approve the commercial products and services displayed on this web site.

10. Revisions. AASC reserves the right to modify and supplement these terms at any time, without prior notice, by posting the new terms on the web site. You agree to review these terms periodically to be aware of such modification and your access or use of the web site shall be deemed your acceptance of the modified agreement.

11. Choice of Law and Venue. Choice of Law and Venue. This agreement is governed by the laws of Pennsylvania, without regard to principles of choice of laws. The Court of Common Pleas of Philadelphia, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania shall be the exclusive jurisdiction and venue for any claim between the parties, and you hereby consent to the jurisdiction and venue of those courts. In any action to enforce these Terms of Use, AASC shall be entitled to court costs and attorneys fees. If any of the provisions of this agreement are held by a court or other tribunal of competent jurisdiction not to be enforceable, then such provisions shall be limited or eliminated to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect.

YOU ACCEPT THESE TERMS BY USING THIS WEB SITE.

Also, please read the privacy statement for this Web site.