

Application For Personalized E-Commerce Web Site

Only **\$350*** for one year subscription.

*It's Easy!! Your patients type in **www.YourName.com** and go directly into your site.*

Or if you already have a web site and want to link to ours, we will gladly provide you with the code necessary to do so!

***Network Solutions charges an additional \$35/year (or \$85 for 3 years) for purchasing your personal domain (www.YourName.com).**
We collect from and ship to the patient and pay you the difference between wholesale (doctor) price and retail (selling) price minus 7%.

Information to Appear on Your Web Site:

Doctor's Name: _____ Clinic Name: _____

Address: _____ Address cont.: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

E-mail for Order Confirmations (required): _____

E-mail for Patient Questions (optional): _____

Choose a color theme for your site: (see reverse for samples)

Baby Blue Brown Burgandy Forest Green Navy Pink Purple Rust Steel Gray

Choose an icon for your site: (see reverse for samples)

Apple Stethoscope Blue Orb Microscope Laptop Clipboard Your Own Logo*

For \$150, I would like a NuMedica Graphic Designer to design a look around my logo*

* I will provide my logo (please send in a .eps or .ai format if available, otherwise .jpg or .tif format)

Payment Information: (for your web site and/or domain name purchase)

Credit Card Number: _____ Exp. Date: ____/____/20____ Security Code: _____
Visa, Master Card, American Express or Discover Card

Cardholder's Name: _____ (must be exactly as on card)

Billing Address of Credit Card (must be exact): Same address on account with NuMedica, LLC.

Address: _____ Address continued: _____

City: _____ State: _____ Zip Code: _____

Domain Information: (check and complete one of the following sections)

New Domain

If you are buying a new domain name (www.YourName.com), list your preferences: (ex: www.drsmith.com, www.drjohnsmith.com) and we'll check availability, or you may check availability yourself at www.NetSol.com.

1. _____ 2. _____

Years to purchase domain name: 1 year (usually \$35) 3 years (usually \$85) Auto-Renew Private Registration

What city were you born in? (NetSol Security Question) _____

Link to Your Existing Domain

If you have a web site and you want to put a link to the site we set up for you, please provide your existing domain:

WWW. _____

Name Signature Date

I agree to the terms listed above. NuMedica reserves the right to cancel and pro-rate my subscription at any time.

Fax or email this form, with the Subscription Agreement and W-9, to **877-270-2005** or **mail@numedica.com**

Banner Colors



Silver / Gray



Purple



Rust



Pink



Brown



Forest Green



Navy / Blue



Burgandy

NOTE: Colors may vary slightly online. To see exact colors, visit www.drjohndemo.com and choose from the drop down list.

Banner Icons



Subscription Agreement

Professional Health Forum / ProHealth Forum

I agree to read fully and carefully the terms and conditions of use before using this site. By using this site, I signify my assent to these terms and conditions. If I do not agree to all of these terms and conditions I agree not to continue using this site and authorize immediate cancellation of my subscription without receiving any written notice.

ProHealth Forum and its affiliated companies (Company) may revise and update these terms and conditions at any time. My continued usage of the site will mean I accept those changes. This agreement is effective as of the date of the creation of subscriber's personalized web site, and shall be for an initial term of one year.

This agreement shall automatically renew for additional one year terms unless either party has provided the other with notice of its intention not to renew at least 30 days prior to the end of the initial and each subsequent term. Either party can terminate the agreement at any time upon 30 days prior notice.

General Rules of Service and Content

This site does not provide medical advice. The contents of this site, such as text, graphics, images and other material contained on the site are for informational purposes only. The content does not diagnose or provide suggested treatments and is not intended to be a substitute for professional medical advice.

1. In no event shall Company, its licensors, its suppliers, or any third parties mentioned on the site be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use of or inability to use the site or the content, whether based on warranty, contract, tort or any other legal theory, and whether or not Company is advised of the possibility of such damages.

Obligations and Acknowledgements of the Subscriber

1. The subscriber agrees and acknowledges that Company does not endorse any products offered for sale to the subscriber's patients, and the subscriber and patients are free to purchase such products from any source. The subscriber acknowledges that, at subscriber's discretion, he is free to include at his own discretion any additional products from other suppliers. By doing so, the subscriber releases Company from any liability associated with any of the products, information, or content on subscriber's web site whether added by or maintained by the subscriber or by Company.
2. There may be circumstances where there are links that allow access to other web sites not owned or controlled by Company. Neither the Company, nor its licensors, nor its suppliers, make any representations or give any warranties with respect to any information contained in these other sites and they shall not be liable for any damages or injury arising from the content of these other sites. Neither the Company, nor its licensors, nor its suppliers endorse the individuals, companies, or other similar entities, or any products or materials associated with such individuals, companies or other similar entities.
3. The subscriber authorizes the Company to require all patients who order products on the site to agree to and fill out the online patient registration and consent form prior to the shipment of product. By means of the online patient registration and consent form, the patient authorizes the disclosure of information relating to the patient to the subscriber and representatives of the Company who have agreed to maintain the confidentiality of such information.
4. The Company agrees to provide a secure server and operating environment. The subscriber agrees to release the Company and its affiliated companies from any liability involving any unauthorized access (stolen passwords, etc.) to its web site or its content including patient profile information which is obtained due to negligence on the part of the subscriber. The subscriber shall indemnify the Company against any liability or costs incurred by the Company in connection with any claim by a third party arising out of the subscriber's performance of services or any breach of the representations and warranties by the subscriber under this agreement.

5. The subscriber represents and warranties that:
 - a. The subscriber is a licensed health care provider in good standing in the state where subscriber practices.
 - b. The subscriber will perform only those services for patients for which the subscriber is qualified or authorized under applicable laws, regulation, standards and codes and which the subscriber is capable of performing, and shall perform such services in compliance with such laws, regulations, standards and codes.
 - c. The content that the subscriber provides to the Company for posting or that the subscriber posts directly to his or her personalized web site will not infringe on the rights of any third party, including copyright and trade-marks, and will not contain factual inaccuracies, or contain information or instructions that are injurious to a third party or defame or disparage any third party.
6. The subscriber agrees not to use the name “NuMedica” or any of its trade-marked supplement names as keywords or content of any kind in registering its site with any search engines without express written permission by the Company. If subscriber uses the name “NuMedica” or any of its trademarked supplement names in any search engine without prior written permission from the Company, the subscriber agrees that this would constitute immediate termination of this agreement and the web site.
7. The Company may, at its option, immediately terminate this agreement if the subscriber is in default of any of the subscriber’s representations, warranties or obligations. Upon termination or expiration of this agreement the Company shall have the right to discontinue hosting and maintaining the subscriber’s personalized web site and the personal health information of the subscriber’s patients.

Confidentiality

1. In addition to the confidentiality obligations set out below, unless required by law the Company shall not provide, or make available, the personal medical information of any individual patient of the subscriber to any person other than such patient and the subscriber. The company will not disclose to unaffiliated companies any information, including e-mail addresses, it gathers from the subscriber or patient other than for the provision of services as contemplated by this agreement.

General

1. This agreement supersedes and cancels any and all prior understandings or agreements, verbal or otherwise, in relation to such matters which may exist between the parties. No oral explanation or no oral information given by the parties shall alter the meaning or interpretation of this agreement. The limitation of liability and confidentiality section of the agreement shall survive the termination or expiration of this agreement.

X _____
 Subscriber’s signature

 Date

 Print Name

 Title

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,