



#### a. PRIVACY POLICY

This web page describes the privacy policy guidelines regarding the collection and use of personal or corporate information that you provide through this website. Your right to privacy is very important, and our policy is in place to protect your personal information. We recognize that when you choose to provide us with information about yourself, you trust us to act in a responsible manner.

##### Personal Information

We collect only that information that we need in order to maintain a high level of service to you. During your visit to this website, we generally will NOT collect any personally-identifiable information about you, such as your name, address, phone number or e-mail address. We may, however, collect non-personally-identifiable (anonymous) information such as:

- Your IP address (a unique number assigned to every computer on the Internet)
- Your geographic location (e.g. United States, Florida, etc.)
- Your referring source (e.g., Google, Yahoo, MSN, etc.)
- Your domain type (e.g., .com, .net, .org, etc.)

Standard information included with every communication sent on the Internet, such as browser type, operating system, browser language, service provider, and local time.

We do gather personally-identifiable information on our sites when and where you voluntarily provide it. For example, if you submit your resume or contact request form, we will ask you to provide things like your name, address, e-mail address, phone number, fax number and other information. Should you choose not to provide such information it may hinder our ability to serve your interests.

##### Privacy Protection

We will take appropriate steps to protect your privacy and take reasonable security measures to protect your personal information in storage. We do not provide your personal information to other companies without your permission, with the following exceptions:

- Personally-identifiable information may be processed for us by outside vendors, who are obligated to keep such information confidential
- We will provide personally-identifiable data to governmental authorities only as required by law

##### Cookies

We do occasionally use cookies to create a better experience on our sites. A cookie is useful information gathered by your browser and stored on your hard drive, enabling your PC to "remember" some useful items when you return to a web site.

No information which personally identifies you will be collected through the cookies. You can set your browser to notify you before you receive a cookie in order to accept or reject it, or you can set your browser to turn off all cookies. If you choose to disable cookies in your browser, you can still access all of the our web sites.

##### Information Usage

We may use the information provided by cookies and IP addresses to analyze trends, administer the web sites, or for research and marketing purposes to help us refine our marketing approach.

##### Links

This web sites contain links to other web sites belonging to clients, vendors, partners, and other sites of interest to our users. We do not control the privacy practices of these other sites.

##### Questions

We welcome comments and questions on this policy. You may contact us at any time.

This privacy policy was last updated on July 13, 2007. We may modify the provisions of this privacy policy from time to time. The new provisions will be effective as soon as they are posted. Please check this page periodically to ensure that you are aware of any change. This is not a contract.

#### b. TERMS OF USE

##### Terms and Conditions of Use

These website terms and conditions apply to websites owned or operated by PELICAN PRIMARY CARE. Please note that certain PELICAN PRIMARY CARE website-based services may have additional terms and conditions regarding your use of those services. Such terms and conditions, where applicable, will be available on the website associated with that service. Permission to make and internally use copies of the text, graphics, images, video and audio files and other information ("Content") from this World Wide Web (WWW) server is granted subject to the following:

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##### Requirements for linking to [www.PELICANPRIMARYCARE.com](http://www.PELICANPRIMARYCARE.com)

PELICAN PRIMARY CARE makes no representations or warranties concerning the legality or propriety of the content of any site linked to this site.

Use of the Content from this site on any other site or in a networked computer environment, including but not limited, framing the Content within another site, is expressly prohibited without the prior written permission of PELICAN PRIMARY CARE.

Upon our written consent, you must agree to the following guidelines:

- You must link only to our homepage, and not to pages within the site itself.
- PELICAN PRIMARY CARE link must not appear connected to any other logos and graphics.
- No alterations or sizing of PELICAN PRIMARY CARE artwork, logos or graphics is permitted.
- PELICAN PRIMARY CARE name and logo must not be associated with unfair, deceptive or libelous advertising or commentary or used in any way that will tend to injure or compromise our professional reputation and corporate identity and policies.



- Your text hyperlink must include one of the following company names: PELICAN PRIMARY CARE with no changes or stylization is permitted.

#### Trademarks

The other trademarks, logos, and service marks (collectively the "Trademarks") used in this site are the property of PELICAN PRIMARY CARE or their respective owners. Nothing contained in this site should be construed as granting by implication, estoppel, or otherwise, a license or right of use of PELICAN PRIMARY CARE any other Trademark displayed in the site without the written permission of PELICAN PRIMARY CARE or its respective owner.

#### Consent to Monitoring and Disclosure

PELICAN PRIMARY CARE is under no obligation to monitor the Content and any other information residing on or transmitted to this server. However, anyone using this server agrees that PELICAN PRIMARY CARE may monitor the server contents periodically to (1) comply with any necessary laws, regulations or other governmental requests; (2) to operate the server properly or to protect itself and its users. PELICAN PRIMARY CARE reserves the right to modify, reject or eliminate any information residing on or transmitted to its server that it, in its sole discretion, believes is unacceptable or in violation of these terms and conditions.

#### Submission of Ideas

We welcome your comments about our site, products and services ("Comments"). However, we ask you limit your Comments to your experiences with our site, products and services. Please do not to send us any unsolicited creative ideas, suggestions, or materials, including but not limited to creative artwork, samples, feedback, data, answers, questions, comments, suggestions, plans, ideas for new products, promotions, product names, advertising campaigns, technologies or processes ("Ideas"). The Comments and Ideas that you may submit shall in no way prevent the purchase, manufacture or use of similar products, services, plans and ideas by PELICAN PRIMARY CARE for any purpose whatever. Please understand that PELICAN PRIMARY CARE makes no assurances that your Comments and Ideas will be treated as confidential or proprietary. Please also understand that PELICAN PRIMARY CARE shall be free to copy, use, modify, disclose and distribute of your Comments and Ideas without restriction for any purposes whatsoever, commercial or otherwise, without compensation to you.

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#### Digital Millennium Copyright Act

Pursuant to Title II of the Digital Millennium Copyright Act, all claims of copyright infringement for material that is believed to be residing on PELICAN PRIMARY CARE website, should be promptly sent in the form of written communication to PELICAN PRIMARY CARE's Designated Agent: PELICAN PRIMARY CARE, 1217 Piper Blvd, Suite 104, Naples, Florida 34110.

All claims must include the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single on-line site are covered by a single notification, a representative list of such works at that site;
- 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 the service provider to locate the material;
- Information reasonably sufficient to permit the service provider 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;
- 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
- 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.

#### GOVERNING LAW

Except for trademark and copyright matters governed by the federal laws of the United States, the foregoing provisions shall be governed by and construed in accordance with the substantive laws of the State of Florida, without regard to the principles of conflict of law thereof.