

Terms of Service

Please read this agreement carefully before using the Sites. By accessing or using the Sites in any way, including, without limitation, browsing the Sites, using any information available through the Sites, and/or submitting your personal information to AmSurg, you agree to and are bound by the terms, conditions, policies and notices contained on this page (these “Terms”), including, but not limited to, conducting this transaction electronically, disclaimers of warranties, damage and remedy exclusions and limitations, and a choice of Tennessee law.

Last updated and effective as of July 13, 2010.

1. SITE CONTENT

(a) All contents of the Sites are: ©AmSurg Corp. All rights reserved. AMSURG and the AMSURG logo are trademarks of AmSurg Corp. The Sites contains copyrighted material, trademarks, service marks, trade dress and other proprietary content, including but not limited to text, software, photographs, images, logos, video and graphics (the “Content”), and the entire selection, coordination, arrangement and “look and feel” of the Sites and the Content are copyrighted as a collective work under United States copyright laws (collectively, “Intellectual Property Rights”). You are only permitted to use Content as expressly authorized herein or in writing by AmSurg. Neither these Terms nor your use of the Sites transfers any right, title or interest in the Sites or the Content to you, and AmSurg and its third party licensors retain all of its and their respective rights, title and interest to the Site and Content.

(b) Except as provided in these Terms, you may not use, modify, republish,

frame, print, display, perform, reproduce, license, transfer, sell, assign, post, transmit, distribute, reverse engineer, create derivative works from, or otherwise exploit any Content or information from the Sites, in whole or in part, without the express permission of AmSurg.

(c) The Sites are available worldwide to anyone with Internet access. However, the Sites may not be continuously available due to maintenance or repairs or due to computer problems or crashes, disruption in Internet service or other unforeseen circumstances. Further, a reference to a product or service on the Sites does not imply that such product or service is or will be available in your location. The content of the Sites is intended for use and display only where its use and display are permissible in accordance with applicable laws and regulations.

(d) Certain product, service, or company designations for companies other than AmSurg may be mentioned in the Sites for identification purposes only. Third party trademarks, trade names, logos, product or services names contained on the Sites are the trademarks, registered or unregistered, of their respective owners.

(e) Nothing contained in these Terms shall be construed as conferring any other license or right, expressly, by implication, by estoppel or otherwise, under any of our Intellectual Property Rights or under any third party's Intellectual Property Rights. Any rights not expressly granted herein are reserved.

2. PERMISSIBLE USE

Except as indicated to the contrary elsewhere on the Sites, you may view, copy, retransmit and print the Content available on the Sites subject to the following conditions:

- (a) The Content is used solely for personal, informational, or internal business purposes;
- (b) the Content is not provided, sold, licensed or leased (nor is access provided to the Content) for any fee or other consideration;
- (c) all copyright, trademark and other proprietary rights notices included in the Content as presented on the Sites appear on all copies;
- (d) the Content is not modified or altered in any way; and
- (e) no graphics are used separately from accompanying text.

You may also link or hyperlink to the home page of the Sites, but only if:

- (a) You do not frame a Site or any portion of a Site;
- (b) the hyperlink to a Site is not used in a way that suggests that AmSurg endorses you or your website;
- (c) the link to a Site is not used or presented in any way that disparages AmSurg or tarnishes, blurs or dilutes the quality of AmSurg's names or trademarks or any associated goodwill; and
- (d) the link to a Site is not displayed on any web page that displays objectionable content or links, including but not limited to, any content or information that: (i) is libelous or defamatory, pornographic, sexually explicit, unlawful or plagiarized; (ii) a reasonable person would consider harassing, abusive, threatening, harmful, profane, obscene, racially, ethnically or otherwise objectionable or offensive in any way; (iii) constitutes a breach of any person's privacy or publicity rights, a misrepresentation of facts, hate speech or an infringement of any third party's intellectual property or proprietary rights; or (iv) violates or encourages others to violate any applicable law.

3. USER CONDUCT

In using the Sites, you agree that you shall not:

- (a) Delete, modify, hack or attempt to change or alter any of the Content on the Sites;
- (b) use any device, software or routine intended to damage or otherwise interfere with the proper functioning of a Site or servers or networks connected to a Site, or take any other action that interferes with other parties' use of a Site;
- (c) use any robot, spider or other automatic or manual device or process for the purpose of harvesting or compiling information on a Site for purposes other than for a generally available search engine;
- (d) use any AmSurg names, service marks, or trademarks without our prior written consent, including without limitation as metatags, search engine keywords, or hidden text;
- (e) use any material or information, including text, images or photographs, which are made available through a Site in any manner that infringes any copyright, trademark, patent, trade secret, rights of publicity or other proprietary right of any party; or
- (f) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.

4. FORUMS AND PUBLIC COMMENTS

There may be opportunities for public comment on the Sites, including blogs, testimonials, and other forums (the "Forums"). The Forums offer an opportunity for communication and information sharing among a variety of participants. AmSurg hopes the Forums provide visitors with a wealth of

information from fellow participants and public commentators. However, please take a moment to read these guidelines for participation in the Forums. These guidelines apply both to content and hyperlinks to external sites posted by Forum contributors.

(a) When participating in the Forums, please share your thoughts politely and constructively. While AmSurg encourages discussion of challenging topics, we want to make sure that they take place in a climate of mutual respect. User generated content that is abusive, vulgar, racist, slanderous, harassing, misleading, irrelevant, or otherwise objectionable, or any comment that calls for unlawful or illegal behavior or might result in harm to others is strictly prohibited.

(b) User comments do not represent the professional advice or opinions of AmSurg or its personnel. The results of any actions you take based on the comments available in the Forums are your responsibility alone. You are solely responsible and liable for all activities conducted by you in connection with the Forums and for the content of your comments.

(c) Users are solely responsible for ensuring that they do not act in any manner which constitutes, or forms a part of a course of conduct amounting to, a violation of any state, federal or other applicable competition law. If you violate the terms of this Agreement, you may have your access to the Forums suspended and may permanently be banned from using such Forums. In the event that any user has concerns that posted information is objectionable, the user is encouraged to contact AmSurg at communications@amsurg.com. AmSurg may remove the comment if removal is necessary.

(d) You are not allowed to upload, post or transmit any message, data, code or software that would violate the proprietary rights of AmSurg or others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, or use any trademarks or service marks in an infringing fashion.

(e) You are not allowed to post, upload or transmit photos or video of any third party without their express permission. By uploading, transmitting or posting any photo or video on a Site or Forums, you warrant that you have express permission from all persons appearing in the media.

(f) You are not allowed to upload, post or transmit any materials, data or media that includes your personal health information (“PHI”) or the PHI of any third party.

(g)

(h) You are not allowed to upload, post or transmit any advertisements or solicitations of business, chain letters or pyramid schemes, or to upload, post, or transmit the same posting more than once.

AmSurg has no obligation to monitor any Forums on the Sites. However, AmSurg reserves the right to review, modify, distribute, remove or delete any public comment at any time. AmSurg also reserves the right at all times to disclose any information as AmSurg deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in AmSurg’s sole discretion.

By uploading, transmitting or posting any content, you grant AmSurg a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print,

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5. MODIFICATIONS TO TERMS

AmSurg may change these Terms from time to time. Please review these Terms periodically for any updates or changes. Your continued use of a Site following the posting of any updates or changes to these Terms constitutes your acceptance of such changes. If you object to any provision of these Terms or any subsequent modifications to these Terms, your only recourse is to immediately terminate use of the Site.

6. TERMINATION OF SITE/MODIFICATIONS TO SITE

AmSurg reserves the right to modify or terminate your access to the Sites (or portions of the Sites) at any time, temporarily or permanently, with or without notice to you. Sections 1, 3, 4, 5, this Section 6 and 9-20 of these Terms shall survive any termination of these Terms. AmSurg may also impose limits on certain features, restrict your access to parts or all of a Site, or charge fees for access to portions of a Site without notice or liability. You acknowledge and agree that AmSurg will not be liable to you or any third party in the event that

AmSurg exercises its right to modify or terminate access to the Sites or portions of the Sites.

7. YOUR PRIVACY

AmSurg will treat any information it collects from you through the Sites in accordance with its Privacy Policy (the "Privacy Policy"), which is hereby incorporated by reference. Please review the Privacy Policy before you use the Sites. If you are unwilling to accept the terms and conditions of the Privacy Policy, please do not use the Sites.

8. COPYRIGHT INFRINGEMENT

In accordance with the Digital Millennium Copyright Act ("DMCA") <http://lcweb.loc.gov/copyright/>, AmSurg has designated an agent to receive notifications of alleged copyright infringement associated with the Sites. AmSurg will, upon receiving proper notice as set forth below, use commercially reasonable efforts to investigate notices of copyright infringement and take appropriate action under the DMCA. If you believe that your copyrighted work or the copyrighted work of another party is being infringed, please notify our copyright agent at communications@amsurg.com or through the address set forth at the end of this page. When notifying AmSurg of the alleged copyright infringement, please include, in accordance with the DMCA, all of the following information:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that is claimed to have been infringed;
- (b) identification of the copyrighted work alleged to have been infringed;
- (c) a description of the material that is claimed to be infringing and information sufficient to locate the material on the Sites;

- (d) information sufficient to contact the complaining party, such as a physical address, telephone number, and, if available, an electronic mail address;
- (e) a statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on the copyright owner's behalf.

If material is believed in good faith by AmSurg to infringe a copyright or otherwise violate any Intellectual Property Rights, AmSurg will remove or disable access to any such material.

9. OTHER SITES, CONTENT, PRODUCTS AND SERVICES

As a convenience to you, the Sites may provide links to websites and access to content, products and services of third parties, including without limitation, AmSurg's affiliates and strategic partners and other entities with which our connection consists of only a hyperlink ("Linked Sites"). All Linked Sites are provided only because they may be of interest to Site users. Information and views contained in Linked Sites are not adopted by AmSurg.

You should refer to the separate terms of use, privacy policies, and other rules posted on Linked Sites before you use them. AmSurg does not author, edit or monitor these Linked Sites, and is not responsible or liable for (a) the availability of or content provided on such Linked Sites, nor does inclusion of any link imply endorsement of the Linked Sites by AmSurg, or vice versa; (b) third party content accessible through such Linked Sites; (c) any loss or damage whatsoever you may incur from dealing with any Linked Site; or (d)

your dealings with any third parties found on or through the Sites. You bear all risk associated with the use of such Linked Sites, third party services, and your correspondence or business dealings with advertisers other than AmSurg found on or through the Sites.

10. TYPOGRAPHICAL ERRORS

Our goal is to provide complete, accurate, up-to-date information on our Sites. Unfortunately, it is not possible to ensure that any website is completely free of human or technological errors. The Sites may contain typographical mistakes, inaccuracies, or omissions, and some information may not be complete or current. AmSurg therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

11. NO INVESTMENT ADVICE; FORWARD LOOKING INFORMATION

Nothing on the Sites constitutes investment advice. Any stock prices provided on the Sites are not official market quotations and are not to be considered a substitute for obtaining pricing information from official sources.

The Sites may contain information that includes or is based upon forward-looking statements within the meaning of the federal securities laws, specifically the Securities Litigation Reform Act of 1995. Forward-looking statements give expectations or forecasts of future events. You can identify these statements by the fact that they do not relate strictly to historical or current facts. They typically use words such as or similar to “anticipate,” “estimate,” “expect,” “project,” “intend,” “plan,” “believe.”

Forward-looking statements can be affected by inaccurate assumptions or by known or unknown risks and uncertainties. Many such factors may have a

significant impact on actual future results. Consequently, no forward-looking statement can be guaranteed. Actual results may vary materially, and there are no guarantees about the performance of AmSurg's stock or business. Given these uncertainties, you should not place undue reliance on such forward-looking statements.

Please note that the Sites may provide access to historical or previously-posted materials. Typically such materials will be located in a distinct section of a Site, but please take note of the date provided in connection with materials accessed through the Sites. In addition, the Sites may from time to time includes summaries or synopses of relevant information. Whenever possible, AmSurg attempts to make clear that such information is not a complete analysis and provide reference to more comprehensive information or analysis.

12. NO MEDICAL ADVICE

The Sites are designed for educational purposes only. Neither Site provides medical advice, diagnoses or recommendations about medical treatment, and neither recommends or endorses any products or information that may be contained in the Content for your particular circumstances. AmSurg has no access to your relevant clinical information and your specific medical treatment regimen is the responsibility of your treating physician. AmSurg encourages you to consult your health care provider with any questions or concerns you may have regarding any medical condition. You expressly acknowledge and agree that AmSurg is not responsible for the results of your decisions made based on your use of the Sites or any Forum.

THE CONTENT ON THE SITES ARE NOT INTENDED IN ANY WAY TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION. NEITHER THE CONTENT NOR ANY OTHER SERVICE OFFERED BY OR THROUGH THE SITES IS INTENDED TO BE RELIED ON FOR MEDICAL DIAGNOSIS OR TREATMENT. NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON A SITE. IN AN EMERGENCY CALL 911 OR YOUR LOCAL EMERGENCY ASSISTANCE NUMBER.

13. DISCLAIMER

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SITES AND ALL CONTENT, MATERIALS, INFORMATION, PRODUCTS AND SERVICES PROVIDED ON THE SITES, ARE PROVIDED ON AN "AS IS, WHERE IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. AMSURG EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. AMSURG MAKES NO WARRANTY, AND EXPRESSLY DISCLAIMS ANY OBLIGATION, THAT: (A) THE SITES WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (B) THE CONTENT WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE OR ACCURATE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF A SITE OR ANY SERVICES OFFERED THROUGH THE SITES WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED

BY YOU THROUGH A SITE WILL MEET YOUR EXPECTATIONS; OR (E) THAT DEFECTS, IF ANY, WILL BE CORRECTED.

14. LIMITATION OF LIABILITY

IN NO EVENT SHALL AMSURG BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, INCREASED OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, REVENUE, DATA, GOODWILL OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), ARISING FROM YOUR ACCESS TO OR INABILITY TO ACCESS, OR USE OF, A SITE OR ANY SERVICES PROVIDED IN CONNECTION WITH THE SITES, EVEN IF AMSURG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSIONS OF LIABILITY IN SOME CIRCUMSTANCES. CONSEQUENTLY, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

15. INDEMNITY

You agree to indemnify, defend and hold AmSurg, its affiliates, shareholders, directors, officers, co-branders, subsidiaries, parents, employees and agents, harmless from any claim, demand, liability, dispute, damage, cost, expense, or loss, including attorneys' fees and costs of litigation, arising out of or in any way related to your use of or access to a Site, your use of the Content (including any use by your employees), your violation of these Terms or your violation of any rights of another.

16. LIMITATION ON ACTIONS BROUGHT AGAINST AMSURG

You agree that any claim or cause of action arising out of your use of a Site or these Terms must be filed within one year after such claim or cause of action

arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by AmSurg to enforce or exercise any provision of these Terms or related right shall not constitute a waiver of that right or provision.

17. DISPUTE RESOLUTION

You agree that any dispute arising out of or relating in any way to your use of a Site requires that such claim be resolved exclusively by confidential binding arbitration except that, to the extent you have in any manner violated or threatened to violate Intellectual Property Rights, AmSurg may seek injunctive or other appropriate relief. The arbitration shall be conducted before three neutral arbitrators in Nashville, Tennessee, U.S.A., in accordance with the rules of the American Arbitration Association (“AAA”), as then in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys’ fees without regard to which party is deemed the prevailing party in the arbitration proceeding. Except for punitive and consequential damages (which may not be awarded), and subject to these Terms, the arbitrators shall be authorized to award either party any provisional or equitable remedy permitted by applicable law.

BECAUSE THE USE OF THE SITES REQUIRES THE ARBITRATION OF ANY CLAIMS OR DISPUTES EXISTING BETWEEN THE PARTIES, NEITHER PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATORS’ DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF SUCH PARTY WENT TO COURT, INCLUDING WITHOUT

LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

The award of the arbitrators may be enforced in any court having jurisdiction thereof. Each party hereby consents (a) to the non-exclusive jurisdiction of the courts of the State of Tennessee or to any Federal Court located within the State of Tennessee for any action (i) to compel arbitration, (ii) to enforce any award of the arbitrators, or (iii) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim or provisional equitable remedies, and (b) to service of process in any such action by registered mail or any other means provided by law. Should this Section 17 be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties agree that exclusive jurisdiction and venue for any claims will be in state or federal courts in Nashville, Tennessee.

18. ACKNOWLEDGEMENT

You acknowledge (a) that you have read and understood these Terms; and (b) that these Terms have the same force and effect as a signed agreement.

19. GENERAL

In the event that any provision of these Terms is found invalid or unenforceable, it will be enforced to the extent permissible and the remainder of these Terms will remain in full force and effect. AmSurg's failure to act with respect to a breach by any visitor using the Site does not constitute a waiver of its right to act with respect to subsequent or similar breaches. These Terms will be governed by and construed in accordance with the laws of the State of Tennessee without regard to its choice of law provisions. In the event of any conflict between foreign laws, rules and regulations and those of the United

States, the laws, rules and regulations of the United States will govern. These Terms and the Privacy Policy as posted from time to time by AmSurg on the Sites, and any modifications to the foregoing, constitute the entire agreement between the parties with regard to the subject matter in these Terms and supersede all prior understandings and agreements, whether written or oral, as to such subject matter.

20. CONTACT INFORMATION

If you have any questions about these Terms, the practices of AmSurg, or your dealings with the Sites, please contact us through the address below. You may also contact us to update your personal information by notifying us when you change your name or email address.

Address:

AMSURG Corp.

1A Burton Hills Blvd.

Nashville, TN 37215