

# Terms of Use

These terms of use (these “Terms”) apply to visitors and users of Patient Protect Systems, LLC (“Patient Protect, “we” “us” or “our”) websites PatientProtect.com, patient portal users, as well as registered users of our Patient Protect and branded information and technology services and mobile applications (our “Services”). Please review these Terms carefully. Please also review our Privacy Policy, which explains how our Services treat your personal data and protect your privacy when you use our Services. By accessing our Services, you are agreeing to these Terms and our Privacy Policy.

## 1. ACCESSING OUR SERVICES

### 1.1 Public Services

We make some Services available without registering or obtaining a password. We call these “Public Services.” You may make personal, non-commercial use of the Public Services so long as you comply with these Terms. This personal use includes linking to information appearing in the Public Services, provided you do not represent yourself as an employee, agent or representative of Patient Protect. Personal use also includes temporary caching by your browser or a proxy server. If you operate a free, public search engine that has made a public commitment to adhering to the robots.txt protocol, together with our Sitemaps and Crawl-delay directive (collectively, the “Protocol”), you may crawl, index and publish hyperlinks (including so-called “deep links”) to the Public Services, so long as (i) you do so in compliance with the Protocol instructions published in applicable locations on our Services, (ii) you do not directly or indirectly receive remuneration in connection with the provision or display of said hyperlinks and cached pages, and (iii) if your user-agent is disallowed by us in our Protocol instructions or we otherwise notify you in writing, you shall cease all crawling of our Services. We call such a free, public search engine satisfying the requirements of clauses (i) through (iii), a “Public Search Engine,” and the Public Search Engine’s combined performance of clauses (i) through (iii), collectively, “Public Search Services.” We may revoke the foregoing authorizations at any time as indicated in our Protocol instructions. We reserve all rights not expressly granted to you. This means that if you wish to use the Public Services in a way that is not authorized above, you must receive our permission prior to such use.

## 1.2 Protected Services

Some of our Services are protected by technical measures intended to safeguard the confidentiality, integrity and accessibility of sensitive information our users store and share using our Services. We call these “Protected Services.” One such safeguard is requiring each user to be properly authenticated by various means (which we call, “Credentials”), such as unique identifiers, API keys, passwords, and the like. In order to obtain Credentials, you must provide certain information about yourself. If you sign up for one of our Protected Services you may be asked to agree to a client services agreement and the incorporated Customer Terms and Conditions (your “User Agreement”). In such cases, you will be asked to expressly consent to your User Agreement, for example, by checking a box or clicking on a button with terms such as “I agree” or the like. In the event of a conflict between the terms of your User Agreement and of these Terms, the terms of your User Agreement shall control. Your Credentials are unique to you. You should immediately notify us if your Credentials have been stolen or compromised. You are responsible for all activities that occur under your Credentials until you have properly notified us that your Credentials have been stolen or compromised. Further, you represent, warrant and covenant that:

- the information you submit in obtaining your Credentials is complete and accurate and identifies you and the name of each of your Principals;
- you will not share your Credentials with anyone else;
- you will not circumvent, or attempt to circumvent, any technical measures that we have put in place to safeguard the Protected Services;
- you will not, without our prior written approval, access or use, or attempt to access or use, any portion of the Protected Services other than with (i) a commercial browser (such as Chrome, Internet Explorer or Mozilla Firefox), (ii) an application made for mobile or handheld device(s) that is developed and distributed by us, or (iii) our application programming interface (“API”) using Credentials issued to you directly by us, and only us; and
- You will not access or use, or attempt to access or use, a Protected Service without validly-issued active Credentials.

We reserve the right to suspend or terminate your access to any Protected Service at any time, with or without cause or notice. We shall not be liable to you in any way if we suspend or terminate your access to a Protected Service or our Services.

## 1.3 Patient Portal Users

Patient Protect provides a trial service (your “Patient Portal”) as a free service to patients (and their personal representatives), on behalf of the doctors and other healthcare providers within our health record network (“Providers”). This Agreement applies to your use of your Patient Portal. By signing up for, or otherwise obtaining, an account, or by accessing or using your Patient Portal, you are entering into this Agreement and agreeing to be bound by its terms. Please read this Agreement carefully, and do not sign up for an account or use your Patient Portal if you are unwilling or unable to be bound by this Agreement. Your Patient Portal is made available on our website, the use of which is governed by these Terms of Use and Privacy Policy. Please review each carefully. In the event of a conflict between the terms of these Terms of Use and Privacy Policy, the terms of these Terms of Use control.

### **1.3.2 Your Patient Portal**

Your Patient Portal is an internet-based portal that allows your Provider to make certain health information available to you. In addition to your health information, if you have the authority under applicable law to access the health information of another individual, such as your child, that individual’s Provider may, in his or her discretion and within the constraints of the Service capabilities, grant you access privileges for that individual’s health information through your Patient Portal. Access to your Patient Portal is granted to you by your Provider. Once invited, you will receive an email inviting you to register an account. To register, you will need to satisfy our identity verification and certification procedures and select a user ID and password. If you believe someone has had unauthorized access to your Patient Portal, please contact us at [support@PatientProtect.com](mailto:support@PatientProtect.com). Your Provider (or the Provider of an individual with respect to whom you are authorized to access his/her health information) is responsible for granting access privileges to your Patient Portal and for the information made available to you through your Patient Portal. Because your Patient Portal includes information created by your Provider, such information may contain typographical errors, inaccuracies or omissions. In addition, although your Patient Portal displays certain information from your medical records, it does not necessarily display all information in the health records retained by your Provider. If you think that your medical information displayed in your Patient Portal is inaccurate or incomplete, or if you would like to request a complete copy of your medical record, please contact your Provider directly. Because your Patient Portal includes information that is part of your Provider’s health record about you, you cannot delete such information. You may, however, terminate your access to your Patient Portal by contacting Your Provider directly. Your Provider also retains the ability to revoke your access to your Patient Portal.

### **1.3.3 Regulations Concerning Information Included in your Patient Portal**

We do not control your Provider's use or disclosure of your health information. Your Provider should give you a notice of privacy practices that describes how he or she uses and discloses health information about you. Your Provider's ability to disclose your health information for these and similar purposes is restricted by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health of 2009 ("HITECH"), and the regulations adopted thereunder. If you wish to restrict the disclosures that your Provider makes of your health information, please contact your Provider directly. We, like your Provider, are also subject to laws and regulations, including HIPAA, which govern the use and disclosure of certain personal and health information. We make your Patient Portal available to you on behalf of your Provider, as a "business associate" (as defined by HIPAA) of your Provider, pursuant to our Customer Terms and Conditions. Under this agreement, we are prohibited from, among other things, using individually identifiable health information in a manner that your Provider may not. We are also required to, among other things, apply reasonable and appropriate measures to safeguard the confidentiality, integrity and availability of individually identifiable health information we store and process on behalf of your Providers. To see our Customer Terms and Conditions – [click here](#), and to specifically review our business associate obligations to Providers who agree to our Customer Terms and Conditions.

### **1.3.4 Other Patient Protect Services**

Although your Patient Portal is made available on our website, this Section 1.3 only applies to your Patient Portal. All other Patient Protect Services made available are covered by our Terms of Use and/or a separate User Agreement.

### **1.3.5 Arbitration**

EXCEPT FOR CLAIMS BY EITHER PARTY UNDER ANY OF SECTIONS OF THE TERMS OF USE LISTED IN PARAGRAPH 2 BELOW, ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE SUBJECT TO FINAL AND BINDING ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. § 1 ET SEQ.). THE ARBITRATION SHALL BE CONDUCTED BEFORE A SINGLE ARBITRATOR IN ACCORDANCE WITH THE COMMERCIAL DISPUTE RESOLUTION PROCEDURES

AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") THEN IN EFFECT, AS MODIFIED BY THIS AGREEMENT, AND WILL BE ADMINISTERED BY THE AAA. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE EITHER PARTY FROM SEEKING TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF IN CONNECTION WITH AN ARBITRABLE CONTROVERSY, BUT ONLY UPON THE GROUND THAT THE AWARD TO WHICH THAT PARTY MAY BE ENTITLED MAY BE RENDERED INEFFECTUAL WITHOUT SUCH PROVISIONAL RELIEF. THIS AGREEMENT TO ARBITRATE SHALL NOT APPLY TO CLAIMS BY ANY PARTY BROUGHT UNDER AND TO ENFORCE ANY ONE OR MORE OF THE FOLLOWING SECTIONS OF THESE TERMS OF USE: 1.2, 1.5, 4.2, 4.3 or 4.5. THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF, CLASS MEMBER, OR PRIVATE ATTORNEY GENERAL IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE-ATTORNEY-GENERAL PROCEEDING. BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIM WITH YOUR CLAIMS OR OUR CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY REPRESENTATIVE, CLASS, OR PRIVATE-ATTORNEY-GENERAL PROCEEDING. THE ARBITRATOR MAY AWARD DECLARATORY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.

## **1.4 Additional Safeguards**

To further protect the confidentiality, integrity and availability of the information housed and shared on our Services, as well as the stability of our Services, you agree to the following additional safeguards. Accordingly, you agree that you will not, nor will you attempt to:

- access, use or disseminate our Services, nor any information or files accessible via our Services, in a manner that violates any applicable law or regulation or the rights of any individual or entity;
- sell or transfer any information included in our Services or use such information to market any product or service – including by sending, or facilitating the sending of, unsolicited emails or SPAM;
- probe, scan or test the vulnerability of our Services, or of the system or network supporting our Services, or circumvent any security or authentication measures;
- disable, bypass, defeat, avoid, remove, deactivate or otherwise circumvent any technical measures we have implemented to safeguard the stability of our

Services, or the confidentiality, integrity or availability of any information, content or data hosted or housed on our Services;

- introduce to our Services any software, code or other device that in any way (i) permits unauthorized access to our systems or any software, hardware, files or data located thereon, (ii) disables or damages or otherwise interferes with or adversely affects the operation of our systems or any software, hardware, files or data located thereon, or (iii) overburdens or interferes with the proper functioning of our Services;
- disassemble, decompile or reverse engineer our Services;
- harvest, retrieve, index or publish any portion of our Services unless you are a Public Search Engine engaging in Public Search Services;
- disable or circumvent our API usage safeguards, including safeguards designed to regulate the nature or amount of data you are permitted to extract from our Services, or the frequency of which you may access such data; or make calls to our API other than those authorized in our API documentation;
- remove any copyright, trademark or other proprietary rights notices contained in or on our Services; or
- engage in any activity other than those expressly permitted in these Terms and your User Agreement(s).

## **1.5 Use of Services by Consumers**

The Patient Protect Service allows Consumers (as defined in the Privacy Policy) to post and view reviews of business that are Subscribers of the Patient Protect Service and to receive and respond to email and SMS communications from participating businesses. As a condition of use, you agree to the following:

- You acknowledge that the Service is for personal use only. You agree that you will not use the Service for any commercial purpose.
- You will not upload, post, email, transmit, or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.
- You will not transmit any worms or viruses or any code of a destructive nature.
- You will comply with all applicable laws in your jurisdiction (including but not limited to intellectual property laws).
- You will not use the Service for any illegal or unauthorized purpose.
- You acknowledge that your use of the Service may involve the transmission of private information, including potentially personal health information, via unsecure means such as email.

## **1.6 Use of the Services by and on behalf of Minors**

You are not eligible to use our Services (including obtaining a Credential or entering into a User Agreement) unless you are at least 18 years old and otherwise have the legal capacity to enter into a binding contract in your jurisdiction. If you are an unemancipated minor over the age of 13, you may only use our Services if: (i) such use has been approved of by your parent or legal guardian, (ii) you use our Services under his or her supervision, and (iii) he or she has agreed to these Terms (and, if applicable, your User Agreement) on your behalf. If you are the parent or guardian of an unemancipated minor, you may use the Services and enter into a User Agreement on behalf of such minor. By doing so, you represent and warrant that you have the legal capacity to act on behalf of such minor; and you acknowledge and agree, in such capacity, that all provisions of these Terms (and User Agreement, if applicable) that applicable to you are equally applicable to such minor. Under no circumstances may our Services be used by a child under 13 years old.

## **1.7 United States Only**

Access to our Services is administered in the United States (“US”) and is intended for users in the US. You may not use our Services in any jurisdiction where offering, accessing or using our Services would be illegal or unlawful.

# **2 NATURE OF THE CONTENT APPEARING ON OUR SERVICES**

## **2.1 Overview**

Our Services may include text, data, graphics, images, video or other content (collectively, “Content”) created by us or third parties, including other users, professionals, partners, advertisers, sponsors, consumers and governmental agencies. The Content is provided for general informational purposes, but should not be relied upon for personal, professional, medical or regulatory decisions. And we do not ensure the completeness, timeliness or accuracy of the Content.

## **2.2 Ratings; Surveys; Comments; User-Submitted Content**

Our Services may allow you to access blogs, message boards, chat services, surveys and other forums where various users can share information, opinions, chats and other Content. We generally do not pre-screen or monitor user-submitted Content, and such Content may simply represent a user's opinion or Content a user finds interesting. Our Services may also include survey results, ratings or testimonials ("Evaluations") from patients, clients or other customers ("Patients") of healthcare professionals ("Professionals") that may endorse, recommend, critique, analyze, evaluate or otherwise describe the Professionals and the nature or quality of the services received by such patient, client or customer. Such Evaluations are anecdotal first-hand accounts of individual Patients, and are neither professional judgments nor the product of medical science. Such Evaluations do not in any way constitute or imply our endorsement or recommendation of any Professional. Further, Evaluations are subject to errors and biases that are common in anecdotal first-hand accounts, and should not be presumed to be reliable or error-free.

## **2.3 Directories: Physicians, Consultants, and Other Professionals**

Our Services include listings and directories ("Directories") to help you find dentists, healthcare professionals, certified consultants or other professionals (collectively, "Professionals"). The Directories are provided for your convenience. The Directories are not comprehensive, but rather generally represent Professionals who use our Services and who have chosen to participate in the Directories. Further, we do not evaluate any Professional and the listing of a Professional does not in any way constitute a recommendation of such Professional. Before obtaining services or treatment from any Professional listed in a Directory, you should take the same care you would under any other circumstance, including by confirming licensure and specialty certifications. The Professionals are solely responsible for the appropriateness and quality of the services they provide. Additionally, the Directories rely on information submitted by Professionals themselves. Unless Professionals provide us with current information, the Directory information may not be timely or accurate. You should confirm such information before obtaining services or treatment from a Professional. As a convenience, the Services may permit you to request an appointment with a Professional. However, Professionals are responsible for maintaining their own schedules, and we cannot ensure that any given Professional will be available, nor that such Professional will not cancel his or her appointment.

## **2.4 Advertising**

Our Services may include advertisements or promotional messages sponsored by third parties (collectively, “Ads”). The manufacturers, services providers, distributors and resellers of the products and services identified in the Ads are solely responsible for the accuracy of their Ads and the suitability, efficacy, safety and quality of such products or services. An Ad does not in any way constitute or imply our recommendation or endorsement of such product or service.

## **2.5 Links to Other Sites**

Our Services may contain hyperlinks (including hyperlinked Ads) to websites operated by third parties, or to materials or information made available by third parties. Such links do not constitute or imply our endorsement of such third parties, or of the content of their sites, or the suitability, efficacy, safety or quality of their products or services, or the information privacy or security practices of their websites.

## **2.6 No Medical Advice**

Some Content may include health- or medical-related information. Such Content is provided for general informational purposes only. We do not directly or indirectly practice medicine, render medical advice, or dispense medical services via our Services or otherwise, and nothing contained in our Services should be intended to be a medical diagnosis or treatment. No medical professional/patient relationship is created by your use of our Services or the Content. Always seek the advice of your physician or other qualified health professional with any questions you may have regarding a medical condition, and never disregard professional medical advice or delay seeking treatment based on any Content or other information included in the Services. If you think you may have a medical emergency, call your healthcare professional or your local emergency number (usually 911) immediately.

## **2.7 No Legal or Regulatory Advice**

Some Content may include regulatory related information pertaining to you or your business. Such Content is provided for informational purposes only. We are not providing legal or regulatory advice and no attorney/client relationship is created by your use of our Services or the Content. Accordingly, always seek the advice of your attorney or advisors with any questions you may have regarding a law, regulation, or dispute.

## **3 YOUR INTERACTIONS AND COMMUNICATIONS WITH US AND OUR SERVICES**

### **3.1 Visiting Our Websites; Signing-Up for Our Services; Emailing Us**

When you sign-up for or log-in to one of our Protected Services, or when you submit information on a web form or email or instant message us, you are communicating with us electronically. When you visit our websites, we and certain third-party service providers collect information during your visit. In each case, the nature of the information we collect, the duration and manner of how we retain it, how we use it, and to whom we disclose it, is governed by our Privacy Policy. As part of providing our Services to you, we may need to provide you with certain communications, such as service announcements and administrative messages. Such communication may be by email, instant message, a posting on our Services or some other mechanism. You consent to receive such communications from us electronically. If you have registered for one or more of the Protected Services, our Service announcements and administrative messages we provide you are considered part of the Protected Services themselves, which you may not be able to opt-out from receiving until you cease using, or deactivate your Credentials to, such Protected Services. You agree that all agreements, notices, authorizations, disclosures and other communications that we provide to you electronically, as well as any acceptances, agreements, consents or authorizations that you provide to us electronically, satisfy any and all legal requirement(s) that such communications be in writing.

### **3.2 Your Participation in Our Public Forums**

We may offer one or more forums for the exchange of information among our users. You acknowledge that any text, data, graphics, images, video or other content (“Content”) that you submit in any of our forums (including discussion groups, blogs, surveys, ratings, comment forms, or message boards, collectively, “Public Forums”) is available to the public. Notwithstanding the foregoing, we are under no obligation to display any of your Content that you submit, and we reserve the right to remove or edit your Content at any time, for any or no reason. It is important that you act responsibly when submitting Content to a Public Forum. You acknowledge that any Content that you submit in a Public Forum is available to the public. You are solely responsible for any Content that you post on the Public Forums or

transmit to other users of our Services. You acknowledge that any information you post in a Public Forum may be available to the public, and may result in your receiving communications from others outside our Services. Your participation in our Public Forums is contingent on your acknowledgment and agreement with the following:

- You will only disclose information about yourself on a Public Forum that you consider suitable for public disclosure. Do not disclose information that personally identifies you unless you intend for that information to be disclosed publicly. We strongly recommend that you refrain from disclosing any sensitive information about yourself on a Public Forum, including information about any medical condition.
- You will not violate the privacy rights of others, including disclosing information about anyone else's medical or financial condition or any other sensitive subjects.
- You will ensure that any Content that you submit to Public Forums is accurate. If you are rating or reviewing a Professional, you agree to provide your honest appraisals of such Professional, without using inappropriate language or making gratuitous personal criticisms.
- You will not post any Content that you do not have the right to post; you will not violate any person's or entity's intellectual property or proprietary rights, including copyrights, trademarks or trade secret rights.
- You will not use the Service to harass, threaten, impersonate, or intimidate any person or business.
- We will not be liable to you for any Content you submit to any Public Forum.

### **3.3 Removal of Content**

You understand and agree that we may, but are not obligated to, monitor, edit or remove any Content for any or no reason at any time. We are not responsible, however, for any delay or failure in removing any Content.

### **3.4 Reporting Violations**

We may provide you with tools with which to report violations of the provisions of these Terms. Notwithstanding the availability of such tools, you acknowledge and agree that we are under no obligation to take any action with respect to any such report.

### **3.5 Copyright Policy**

We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information:

- A physical or electronic signature of the copyright owner or a person authorized to act on behalf of the owner, if someone other than you, of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed;
- 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 us to locate the material;
- A statement by you that you have 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;
- A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner; and
- Your contact information, including your address, telephone number, and email address.

We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, Patient Protect will also terminate a user's account if the user is determined to be a repeat infringer. Our designated copyright agent for notice of alleged copyright infringement is: Patient Protect Systems, LLC Attn: Legal 411 S Sangamon, Chicago, IL 60607

## **4 MISCELLANEOUS**

### **4.1 Ownership**

You retain ownership of the intellectual property rights you hold in Content you submit on our Services. When you submit Content on our Services, you grant us and those we work with a worldwide, royalty-free right to store, host, reproduce, create derivative works of (such as translations, adaptations, reformatted versions and aggregated, and anonymized or de-identified versions), publish, publicly perform, display, use and distribute such Content as further described in our Privacy Policy and, if applicable, in your User Agreement. For some of our Services, your User Agreement or settings may narrow the scope of our use of Content you submit. You can find more information about how we use and store Content in our Privacy Policy or, if applicable, your User Agreement. If you submit to us any ideas, suggestions or proposals (collectively, "Suggestions") relating to our Services or other products or services by any means – such as through "Contact Us," by email or other

communication channels, one of our communities or user forums, or to our customer support or other personnel – such Suggestions (1) are not governed by our Privacy Policy, (2) we are under no obligation of confidentiality, express or implied, with respect to such Suggestions; (3) we are entitled to use or disclose (or choose not to use or disclose) such Suggestions in any way and for any purpose; (4) such Suggestions automatically become our property without any obligation; and (5) you are not entitled to any accounting, compensation or reimbursement of any kind from us under any circumstances. Except for your Content, as between you and us, all right, title and interest in and to our Services, the Content, and the structure, organization and arrangement thereof, are and remain the exclusive property of us and our licensors. Except for the limited specific rights we grant you above, you may not reproduce, modify or prepare derivative works based upon, distribute, sell, transfer, publicly display, publicly perform, exploit or otherwise use our Services or any Content.

## **4.2 Violations**

We reserve the right to monitor any and all use of our Services, and investigate any activity we suspect violates these Terms, a User Agreement, our rights or interest, or the rights or interests of any person or entity. We reserve the right, to the fullest extent permitted under law, to cooperate with any governmental authority or third party investigating conduct that may be illegal or harm any individual or entity or violates their respective rights. If, for example, a user threatens to physically harm another user or any other individual, we reserve the right to fully cooperate with law enforcement authorities and the threatened individual. You hereby consent to our cooperation in such investigation.

## **4.3 Indemnification**

You will indemnify, defend and hold harmless Patient Protect and any of its affiliates, officers, directors, employees, agents, representatives, partners and licensors from and against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, losses, or expenses, including attorneys' fees, costs and disbursements, arising out of or in any way connected with your use of our Services.

## **4.4 Disputes; Governing Law; Jurisdiction**

The interpretation of these Terms and the resolution of any disputes arising under these Terms shall be governed by the laws of the State of Illinois, without regard to its conflict of laws provisions. These Terms shall not be governed by the United Nations Convention on Contract for the International Sale of Goods, the application of which is expressly disclaimed. If any action or other proceeding is brought on or in connection with these Terms, you agree to submit to the personal jurisdiction of the state and federal courts located in Lake County in the State of Illinois, and agree not to bring any of action relating to

the use of our Services or to these of these Terms in any court in any jurisdiction other than the state or federal courts located in Lake county, State of Illinois. We shall have the right to commence and prosecute any legal or equitable action or proceeding before any US or non-US court of competent jurisdiction to enforce these Terms or to protect our or any third party's rights in our Services or any data, information or other content made available via our Services. You hereby waive any right to a jury trial. You also agree that we may bring suit in court to enjoin any violation of these Terms without the posting of a bond or security, in addition to whatever remedies we might have at law. In any dispute between you and us where we prevail, we shall be entitled to recover our reasonable attorney fees, court costs, disbursements, and other legal expenses.

## **4.5 Termination**

You agree and acknowledge that we may suspend or terminate your authorization to access any of our Services, with or without notice or cause, for any or no reason, and without any liability to you. Sections 4.1 through 4.14 shall survive any termination or expiration of these Terms.

## **4.6 Disclaimers and Limitations on Liability**

ACCESS TO OUR SERVICES AND THE INFORMATION AND CONTENT CONTAINED THEREON IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WE HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT BREACHES OF SECURITY AND YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL ACTS OR OMISSIONS TAKEN OR MADE IN RELIANCE ON OUR SERVICES OR THE INFORMATION IN OUR SERVICES, INCLUDING INACCURATE OR INCOMPLETE INFORMATION. WE EXPRESSLY DISCLAIM ANY LIABILITY WITH RESPECT TO ANY INJURY CAUSED BY ANY USER, OR ANY DAMAGE SUFFERED BY ANY USER, AS A RESULT OF THE ACTIONS OR INACTIONS OF ANY OTHER USER. IF YOU ARE DISSATISFIED WITH OUR SERVICES OR ANY CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING AND ACCESSING OUR SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO IN THESE JURISDICTIONS THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE USER.

## **4.7 Risks You Assume**

WITHOUT LIMITING ANY OF THE OTHER RISKS WE HAVE DISCLOSED TO YOU IN THESE TERMS, YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF OUR SERVICES, INCLUDING ANY CONTENT YOU SUBMIT TO USE AND YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE AND ACCESS TO OUR SERVICES AND THE INFORMATION AND CONTENT CONTAINED THEREIN, AND ANY SITES LINKED THROUGH OUR SERVICES AND ANY DATA TRANSMITTED THROUGH OUR SERVICES IS AT YOUR SOLE RISK. ACCORDINGLY, WE DO NOT ASSUME ANY LIABILITY TO YOU FOR OR RELATING TO ANY OF YOUR ACTIONS, INCLUDING THE PUBLICATION OF ANY CONTENT YOU SUBMIT OR OUR EXERCISE OF THE RIGHTS YOU GRANT TO US WITH RESPECT THERETO.

## **4.8 Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT PATIENT PROTECT AND THE PATIENT PROTECT AFFILIATES WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT MAY BE INCURRED BY YOU, HOWEVER CAUSED. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY LOSS OF PROFITS, GOODWILL OR BUSINESS REPUTATION; ANY LOSS OF DATA; ANY REPERCUSSION OF THE PUBLICATION OF ANY USER CONTENT YOU PROVIDE TO PATIENT PROTECT; ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE; OR ANY OTHER TANGIBLE OR INTANGIBLE LOSSES. THIS ALSO INCLUDES ANY LOSS OR DAMAGES THAT MAY BE INCURRED BY YOU AS A RESULT OF (a) ANY CHANGES THAT PATIENT PROTECT MAY MAKE TO THE SERVICE; (b) ANY PERMANENT OR TEMPORARY CESSATION OF OR ERROR IN THE SERVICE; (c) THE PUBLICATION OF ANY USER CONTENT YOU PROVIDE TO PATIENT PROTECT; OR (d) THE DELETION OR CORRUPTION OF OR FAILURE TO STORE ANY CONTENT OR OTHER PROPERTY MAINTAINED THROUGH THE SERVICE. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY ABOVE SHALL APPLY IRRESPECTIVE OF THE THEORY OF LIABILITY, INCLUDING CONTRACT (INCLUDING FUNDAMENTAL BREACH), WARRANTY, PRODUCT LIABILITY, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR OTHER THEORY, EVEN IF WE (OR OUR AFFILIATES) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE THAT PATIENT PROTECT AND THE PATIENT PROTECT AFFILIATES SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

## **4.9 Severability**

If any provision of these Terms is deemed invalid or unenforceable, then (a) that provision shall be construed to the extent necessary to make it valid and enforceable in such a manner as comes closest to preserving the intentions of such provision, and (b) the remaining provisions shall remain in full force and effect.

## **4.10 No Waiver**

Our failure at any time to require performance by you of any provision of these Terms shall in no way affect our right to enforce such provision, nor shall the waiver of any breach by you of any provision herein constitute a waiver of any succeeding breach or the provision itself.

## **4.11 Interpretation**

For the purpose of these Terms, “you” means the individual user of our Services. If your access or use of our Services is, directly or indirectly, on behalf of one or more third parties (such as, without limitation, your employer or client, or your employer’s client, if your employer has been engaged to access our Services (any such employer, client or other third party, a “Principal”)), then “you” also refers to such Principal. If you are using our Services on behalf of a Principal, (a) you represent and warrant that you have the authority to bind, and have bound, such Principal to these Terms; and (b) you agree to be jointly and severally liable for any breach of these Terms by Principal. “Patient Protect,” “we,” “our,” and “us” means, collectively, Patient Protect Systems, LLC. and our current and future subsidiaries and affiliates. In addition, the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” The word “or” shall be construed to have the same meaning and effect as “and/or.” The words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to these Terms. The headings used in these Terms are used for convenience only and are not to be considered in construing or interpreting these Terms. These Terms, together with your User Agreement(s), if applicable, constitute the entire agreement between you and Patient Protect regarding any services accessed via our Services, and supersede all previous communications, representations, or understandings, either oral or written, relating to the subject matter hereof; provided, however, (a) in the event of an express conflict between any specific provision included in these Terms and an express provision in the User Agreement, the provision set forth in User Agreement shall prevail, and (b) these Terms shall cover all rights, obligations, terms and conditions not expressly addressed in such User Agreement.

## **4.12 Electronic Contracting**

Your use of our Services includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THE SERVICES, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.

## **4.13 Assignment**

We may freely assign these Terms in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

## **4.14 Amendments**

We may update or change our Services or the provisions set forth in these Terms from time to time and recommend that you review these Terms on a regular basis. You understand and agree that your continued use of our Services after these Terms have been updated or changed constitutes your acceptance of the revised Terms. Without limiting the foregoing, if we make a change to these Terms that materially affects your use of the Services, we may post notice or notify you via email or our website(s) of any such change. The most current version of the Terms shall govern and supersede all previous versions.