

# Uniform Legal Notice

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This Uniform Legal Notice™ ("Agreement") is located online on one or more related web sites (in an Adobe PDF format) including without limit at the following URL: <https://www.best.businesses.us/>. This Agreement is also accessible through the URL, <https://www.uniformlegalnotice.com>, as well as through various menu options available on the foregoing web site(s). This Agreement contains the basic terms associated with all Resources of, and agreements with, (1) Best Business Enterprises, LLC dba Best Healthcare Enterprises, (herein, an "Adopting Company" for the purposes of this Agreement), and (2) any independent licensee of Best Business Enterprises. which expressly adopts this Uniform Legal Notice on its website(s) or otherwise (also referred to herein as an "Adopting Company"), as well as with Designated Resources of Ancillary Entities. You are responsible for reading these terms carefully as a condition of using any web site(s) of Adopting Company, as well as of purchasing, using, and relying upon, Adopting Company Resources. The Terms include without limit and as set forth in the below sections the Terms of any and all applicable Sponsorship Agreements, Affiliate Membership Agreements, Subscription Agreements, Business Associate Agreement (to the extent required by HIPAA), Licensure of Multi-Media Products, Conference Participation, Web Site Use, and Privacy, as well as General Terms common to all such Agreements. The Resources of Adopting Company and/or of other Ancillary Entities do not constitute legal advice, cannot be relied upon as legal advice, and do not establish an client-attorney relationship. Such Resources are provided for educational, awareness, and discussion purposes only and as such, are provided strictly as samples or illustrations. While Adopting Company may be able to assist you in finding an attorney, the Adopting Company is not a law firm and does not offer legal representation to any third-party. If you have questions or issues of a legal nature, you should contact an attorney at law respectively.

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WITHOUT LIMITING THIS AGREEMENT IN ANY FASHION, ANY USE OF THE WORD, "BEST," SHALL NOT BE CONSTRUED IN ANY FASHION AS A GUARANTEE OF RESULTS OR AN INDICATION OR REPRESENTATION THAT OUR COMPANY'S GOODS AND SERVICES, OR ANY STANDARDS WE MAY ADOPT, MAY NECESSARILY BE BETTER THAN THAT OF ANOTHER, INCLUDING ANY STANDARDS PREVIOUSLY CONSIDERED OR ADOPTED BY OUR COMPANY. SEE, E.G., THE DISCLAIMERS BELOW INCLUDING WITHOUT LIMIT, OUR "DISCLAIMER OF WARRANTIES." ANY RESULTS YOU MAY EXPERIENCE COULD VARY CONSIDERABLY BASED ON CIRCUMSTANCES UNIQUE TO YOUR SITUATION AND/OR BASED ON FACTORS BEYOND OUR CONTROL. YOU AGREE THAT THE TERM, "BEST," AS USED IN ANY CONTEXT PUBLISHED BY OUR COMPANY IS STRICTLY FOR PURPOSES OF COMMUNICATING A GOOD FAITH COMMITMENT BY OUR COMPANY TO THE DEVELOPMENT OF PROPRIETARY AND/OR OPEN STANDARDS AND POLICIES FOR SEEKING TO CONTINUOUSLY IMPROVE VARIOUS FACETS OF THE INDUSTRY.

UNDER NO CIRCUMSTANCES MAY YOU CONSTRUE ANY STANDARDS WE MAY ADOPT AS REFLECTING ADVERSELY OR OTHERWISE ON ANY PRIOR REPRESENTATIONS OR ACTIONS BY OUR COMPANY.

The Legal Notice (herein, "Agreement") consists of several main sections as follows:

- Definitions
- Disclaimers, Limitation of Liability, and Indemnification
- General Provisions
- Sponsorship / Affiliate Membership Agreements
- Subscription / End-User Membership Agreements
- License Agreement Relating to Multi-Media Products
- Conference Participation Agreement
- Web Site Use Agreement
- Multi-Party HIPAA Business Associate Agreement
- Privacy Agreement
- HIPAA Notice of Privacy Practices

I. Definitions.

- A. This section applies to and governs all other sections of this Agreement.
- B. "You" shall mean you, to the extent you purchase, access, receive, use, or rely upon, Resources, as well as the company, organization, or principal on whose behalf you purchase, access, receive, use, or rely upon Resources.
- C. "Adopting Company" and "Company" shall mean, as applicable, either (1) Best Business Enterprises, LLC dba Best Healthcare Enterprises, or (2) any independent licensee of Best Business Enterprises, LLC that expressly adopts or incorporates this Agreement by reference into any written or multimedia context, published or unpublished, including without limit contracts, web pages, presentations, and any other written or multi-media context.
- D. "Ancillary Entities" includes without limit, the following as defined herein:
  - 1. Groups
  - 2. Content Providers
  - 3. Listed Entities
  - 4. Conference organizers, sponsors, and promoters as listed on the main conference schedule and/or on individual conference description pages posted on Adopting Company Web Site(s)
  - 5. Sponsors, affiliates, promoters and moderators listed or identified on any Resource
  - 6. Subscriber or contractee of the Adopting Company's goods or services

7. Authorized distributors, dealers, and re-sellers, and
  8. Any other person or company linked to, mentioned, or listed on the web site(s) of Adopting Company.
- E. "Group" shall mean any management consultant, state/local professional association, or other group which (a) includes subscription to Adopting Company as one of the terms of the Group's agreement with prospective or actual clients, members, or subscribers, or (b) has an agreement with Adopting Company for Adopting Company to provide various benefits or services to the Group's clients, members, or subscribers.
  - F. "Content Providers" shall mean those individuals or entities who have agreed with Adopting Company to provide Resources by various means including by means of Adopting Company's web site(s).
  - G. "Listed Entity" shall mean any person or company linked to, mentioned, or listed on Adopting Company's web sites.
  - H. "Resources" or "Proprietary Information" means without limit products, applications, software, services, information, ideas, documentation, materials, forms, updates, protocols, work-flow, lists, techniques, research, data, database structures, advisories, briefs, opinions, comments, testimonials, audio and video recordings, productivity tools, passwords, obtained from, or through communication with, Adopting Company, directly or indirectly, including those Resources which are referenced on, linked to, contained in, or accessed through, Adopting Company's web site(s), or otherwise created, managed, maintained, and/or updated by Adopting Company.
  - I. "Your Group Agreement" shall mean a contractual relationship, if any, written or verbal, between You and a Group.
  - J. "Adopting Company Group Agreement" shall mean the contractual relationship, if any, written or verbal, between Adopting Company and a Group.
  - K. "Adopting Company's web site(s)" shall refer to all web site(s) of the Adopting Company including areas requiring user login.
  - L. "Virus" shall refer to computer viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the Web Site(s) or Resources or that infringes the property rights of another.
  - M. "Third-Party Technology" shall refer to computer hardware and software products and services, including without limit computer operating system, Internet connection, security system, and other third-party products and services which may be required for registering, installing, tracking installation and license compliance, controlling copies, unencrypting, playing, listening to, viewing, or otherwise using, the Resources.
  - N. "Subscriber" means an entity which executes a Subscription Agreement as defined in this Agreement with Adopting Company and / or one or more Ancillary Entities and thereby becomes eligible for various subscription services.
  - O. "Duration of the Subscription Agreement" shall mean the duration of the applicable Subscription Agreement with respect to a particular Subscriber, as defined in the Subscription Agreement. Duration of the Subscription Agreement shall include the period of time wherein the service is being continued on a month-to-month basis.

## II. Disclaimers, Limitation of Liability, and Indemnification

- A. This section applies to and governs all other sections of this Agreement.
- B. The terms of this section apply to the full extent permitted by law.
- C. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT PURCHASE, RECEIPT, AND USE OF, AND RELIANCE UPON, ANY RESOURCE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS ENTIRELY WITH YOU. RESOURCES ARE PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. COMPANY AND ANCILLARY ENTITIES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO RESOURCES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF TITLE, OF ACCURACY, OF COMPLETENESS, OF LEGALITY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COMPANY AND ANCILLARY ENTITIES MAKE NO WARRANTIES REGARDING THE SECURITY OF RESOURCES, OR REGARDING THE TIMELINESS AND PERFORMANCE OF COMPANY OR ANCILLARY ENTITIES. COMPANY AND ANCILLARY ENTITIES DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF RESOURCES, THAT THE FUNCTIONS CONTAINED IN RESOURCES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF RESOURCES WILL BE UNINTERRUPTED, UNSUSPENDED, NOT TERMINATED, OR ERROR-FREE OR VIRUS-FREE, OR THAT DEFECTS IN THE RESOURCES WILL BE CORRECTED. COMPANY AND ANCILLARY ENTITIES DISCLAIM ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY RESOURCE. NO ORAL OR WRITTEN RESOURCE SUPPLIED BY COMPANY OR ANCILLARY ENTITY SHALL CREATE A WARRANTY. SHOULD A RESOURCE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.**
- D. WITHOUT LIMITING THIS AGREEMENT IN ANY WAY, UNDER NO CIRCUMSTANCES SHALL COMPANY OR ANCILLARY ENTITIES BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT OR SOFTWARE FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING.
- E. THE SITES DISPLAYED AS SEARCH RESULTS OR LINKED TO BY COMPANY WEB SITE(S) MAY BE OWNED AND OPERATED BY INDIVIDUALS AND/OR COMPANIES OVER WHOM COMPANY EXERCISES NO CONTROL. COMPANY AND ANCILLARY ENTITIES ASSUME NO RESPONSIBILITY FOR THE CONTENT OF ANY SITE INCLUDED IN ANY SEARCH RESULTS OR OTHERWISE LINKED TO, MENTIONED, OR LISTED IN, COMPANY WEB SITE(S).
- F. NO OTHER AGREEMENTS RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL EXIST BETWEEN YOU AND COMPANY EXCEPT THOSE WHICH EXIST IN WRITING. IN THE EVENT THAT OUR COMPANY POSTS OR OTHERWISE INCORPORATES A COLLATERAL POLICY OR SET OF WRITTEN AGREEMENT TERMS, INCLUDING WITHOUT LIMIT AN INDEPENDENT PRIVACY POLICY, TERMS OF WEBSITE USAGE, OR ANY OTHER COLLATERAL POLICY OR SET OF AGREEMENT TERMS POSTED ON A WEBSITE OF OUR COMPANY (HEREIN, "COLLATERAL DOCUMENT"), AND SUCH COLLATERAL DOCUMENT CONTAINS A TERM WHICH CONFLICTS WITH A TERM OF THIS AGREEMENT, THE TERM

OF THIS AGREEMENT SHALL CONTROL AND SUPERSEDE WITH RESPECT TO THE COLLATERAL DOCUMENT. YOU AGREE THAT THERE ARE NO, AND SHALL BE NO, AGREEMENTS RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT BETWEEN YOU AND COMPANY, OR RELIANCE BY YOU, BASED ON VERBAL DISCUSSIONS, COMMUNICATIONS, CONVERSATIONS AND REPRESENTATIONS. TO THE EXTENT THAT ANY OTHER WRITTEN AGREEMENT RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT ARISES BETWEEN YOU AND COMPANY, YOU AGREE THAT IT SHALL ARISE EXCLUSIVELY BY MEANS OF A WRITTEN OFFER BY YOU TO COMPANY, THE FORM OF WHICH OFFER SHALL BE PROVIDED EXCLUSIVELY BY COMPANY. YOU AGREE THAT COMPANY HAS THE RIGHT TO DETERMINE IN ITS SOLE DISCRETION WHETHER TO ACCEPT, MODIFY, OR REJECT ANY OFFER BY YOU TO COMPANY AND THAT YOU HAVE NOT RELIED IN ANY FASHION OR TO YOUR DETRIMENT, AND WILL NOT RELY, ON ANY DISCUSSIONS WITH, REPRESENTATIONS BY, OR FORMS OF OFFERS SUBMITTED TO YOU BY COMPANY. YOU AGREE THAT COMPANY MAY AT ANY TIME AMEND, WITHDRAW, OR ADD TERMS OF OFFERS AT ANY TIME AS IT SEES FIT IN ITS SOLE DISCRETION. NOTHING IN THIS AGREEMENT OR ANY OTHER WRITTEN AGREEMENT WITH COMPANY SHALL BE CONSTRUED AS CREATING OR IMPLYING ANY RIGHT OF YOU TO AN EXTENSION OR RENEWAL OF ANY AGREEMENT. NO AGREEMENT BETWEEN YOU AND COMPANY INCLUDING THE EXTENSION OR RENEWAL OF AN AGREEMENT SHALL ARISE OR BE INFERRED EXCEPT IN THE MANNER DESCRIBED HEREIN. TO THE EXTENT THIS AGREEMENT IS MODIFIED, IT SHALL BE MODIFIED EXCLUSIVELY BY COMPANY AND AS PROVIDED HEREIN. TO THE EXTENT THAT A TERM OF A SEPARATE WRITTEN AGREEMENT BETWEEN YOU AND COMPANY ACTUALLY CONFLICTS WITH ANY TERM OF THIS AGREEMENT, THE TERMS OF THIS AGREEMENT SHALL SUPERCEDE AND CONTROL.

- G. EXCEPT AS PROVIDED OTHERWISE TO THE CONTRARY IN THIS AGREEMENT, COMPANY MAY MODIFY OR TERMINATE ANY OF ITS RESOURCES AT ANY TIME, FOR ANY REASON, AT ITS SOLE DISCRETION, AND WITHOUT NOTICE, INCLUDING WITHOUT LIMIT SUBSCRIPTIONS, PRICES, OR BENEFITS, OR ACCESS TO ANY ASPECT OF ITS WEB SITE(S) EVEN IF ACCESS AND USE CONTINUES TO BE ALLOWED TO OTHERS.
- H. COMPANY FURTHER RESERVES THE RIGHT AT ANY TIME, FOR ANY REASON, AT ITS SOLE DISCRETION, AND WITHOUT NOTICE, TO MODIFY THE TERMS OF THIS AGREEMENT. YOU AGREE TO REGULARLY REVIEW THE MOST CURRENT AGREEMENT AS POSTED ON THE COMPANY WEB SITES. YOUR USAGE OF THE WEB SITE(S), OR FAILURE TO CONTEST ANY CHANGE WITHIN THIRTY (30) DAYS OF SUCH CHANGE, AFTER SUCH CHANGES HAVE BEEN POSTED ON THE WEB SITE(S), WILL MEAN THAT YOU ACCEPT THOSE CHANGES.
- I. UPON SUSPENSION OR TERMINATION OF ANY PORTION OF COMPANY WEB SITE(S), YOU MUST IMMEDIATELY (A) DISCONTINUE USE OF THAT PORTION OF THE WEB SITE(S), AND (B) DESTROY ANY COPIES YOU HAVE MADE OF ANY SUCH PORTION. ACCESSING THE WEB SITE(S) OR WEB SITE RESOURCES AFTER SUCH TERMINATION, SUSPENSION OR DISCONTINUATION SHALL CONSTITUTE AN ACT OF TRESPASS.
- J. LIMITATION OF LIABILITY. IN NO EVENT SHALL COMPANY OR ANCILLARY ENTITY BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, OR OTHERWISE CULPABLE, HOWEVER SUCH DAMAGES MAY BE CAUSED, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUE, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOOD OR SERVICES, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, WHICH ARISE ARISING OUT OF, OR ARE RELATED TO, (1) YOUR PURCHASE, RECEIPT, OR USE OF, OR RELIANCE UPON,

RESOURCES, (2) THE EXERCISE BY COMPANY AND/OR ANY ANCILLARY ENTITY OF ANY OF THEIR RIGHTS UNDER THIS AGREEMENT, AND (3) ANY ALLEGED OR ACTUAL BREACH OF ANY GROUP OF ANY RELEVANT GROUP AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF COMPANY OR ANCILLARY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- K. YOU FURTHER AGREE THAT YOU WILL NOT HOLD ANY LEGAL COUNSEL CULPABLE IN ANY RESPECT, ETHICALLY OR OTHERWISE, BY VIRTUE OF THE FACT THAT COUNSEL, FOLLOWING DISCUSSION OF ONE OF YOUR MATTERS WITH COMPANY OR OTHER ANCILLARY ENTITY AS AUTHORIZED HEREIN, CONTACTS YOU TO DISCUSS THE MATTER FURTHER WITH YOU.
- L. YOU AGREE TO INDEMNIFY COMPANY, ANCILLARY ENTITIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS AND SUPPLIERS, RELATING TO ANY ACTIONS, DEMANDS, LIABILITIES, AND SETTLEMENTS ARISING OUT OF, OR RELATED TO, ANY USE OF, OR RELIANCE UPON, RESOURCES IN A MANNER WHICH BREACHES OR IS ALLEGED TO BREACH THIS AGREEMENT OR WHICH BREACHES THIS AGREEMENT IN ANY OTHER MANNER.
- M. NO RESOURCE IS INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, LIFE SUPPORT MACHINES OR OTHER EQUIPMENT IN WHICH THE FAILURE OF THE RESOURCE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.
- N. THE RESOURCES OF COMPANY AND/OR OF OTHER ANCILLARY ENTITIES DO NOT CONSTITUTE LEGAL ADVICE, CANNOT BE RELIED UPON AS LEGAL ADVICE, AND DO NOT ESTABLISH A CLIENT-ATTORNEY RELATIONSHIP. SUCH RESOURCES ARE PROVIDED FOR EDUCATIONAL, AWARENESS, AND DISCUSSION PURPOSES ONLY AND AS SUCH, ARE PROVIDED STRICTLY AS SAMPLES OR ILLUSTRATIONS. WHILE COMPANY AND OTHER ANCILLARY ENTITIES MAY BE ABLE TO ASSIST YOU IN FINDING AN ATTORNEY, UNLESS OTHERWISE STATED, COMPANY AND OTHER ANCILLARY ENTITIES ARE NOT LAW FIRMS AND DO NOT OFFER LEGAL REPRESENTATION TO ANY THIRD-PARTY. IF YOU HAVE QUESTIONS OF A LEGAL NATURE, YOU SHOULD CONTACT AN ATTORNEY AT LAW.
- O. ANY RESOURCE WHICH CITES TO, LINKS TO, OR REFERENCES ANY GOVERNMENTAL ENTITY DOES NOT IMPLY IN ANY RESPECT THAT SUCH GOVERNMENTAL ENTITY AGREES WITH, ENDORSES, OR SUPPORTS, THE RESOURCE.
- P. TO THE EXTENT THAT YOU USE OR RELY ON ANY RESOURCES OF COMPANY AND/OR OF OTHER ANCILLARY ENTITIES THAT CITES TO, LINKS TO, OR REFERENCES ANY LAW OR GOVERNMENTAL ENTITY, YOU AGREE THAT YOU WILL INCLUDE WITHIN THAT RESOURCE NOTICE TO THE EFFECT THAT (1) THE RESOURCE DOES NOT CONSTITUTE LEGAL ADVICE, (2) DOES NOT ESTABLISH A CLIENT-ATTORNEY RELATIONSHIP, (3) ANY QUESTIONS OF A LEGAL NATURE SHOULD BE DIRECTED TO AN ATTORNEY AT LAW, AND (4) ANY REFERENCES TO ANY GOVERNMENTAL ENTITIES SHALL NOT BE CONSTRUED AS AGREEMENT OR ENDORSEMENT BY THE GOVERNMENTAL ENTITY.
- Q. YOU AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THIS AGREEMENT ARE FAIR AND REASONABLE.

### III. General Provisions

- A. This section applies to and governs all other sections of this Agreement.
- B. Except where expressly provided in writing to the contrary, all payments to Adopting Company by You for any Resource, including without limit payments for subscriptions and Multi-Media Resources, shall be non-refundable.
- C. Discounts and Special Offers. At no point may You claim more than one discount or special offer with respect to the purchase of a particular Resource. No discount and special offer can be used or claimed in conjunction with any other discount or offer.
- D. All purchase requests, applicable subscription applications, and other requests for obtaining Resources, are subject to the approval of Adopting Company which Adopting Company may grant or deny for any reason in its sole discretion.
- E. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Adopting Company. Without limiting the foregoing in any way, no waiver of any term or condition of this Agreement shall be deemed a further or continuing waiver of such term or condition, or any other term or condition.
- F. Except where expressly provided in writing to the contrary, You may not assign any term of this Agreement, including without limit interests, rights or obligations under this Agreement. The rights and duties created under this Agreement shall be assignable exclusively by Adopting Company.
- G. You may preserve this Agreement in written form by printing them for Your records, and You waive any other requirement that this Agreement be evidenced by a written document.
- H. Should any provision contained in this Agreement be found by a court of competent jurisdiction to be invalid, illegal or unenforceable, or for any reason cease to be binding on any party hereto, the remainder of this Agreement shall continue in full force and effect.
- I. Adopting Company and Ancillary Entities are independent entities. Unless otherwise expressly stated in writing, no entity referenced herein, including Adopting Company and any Ancillary Entity, is an agent of, or authorized to represent or act on behalf of, any other entity. The opinions expressed by Adopting Company or any Ancillary Entity do not necessarily reflect the opinions of any other entity. Without limiting this Agreement in any way, the opinions expressed by the drafter of any advisory, brief, or other Resource do not necessarily reflect the opinions of the Adopting Company or of any Ancillary Entity.
- J. Except where otherwise expressly agreed, this Agreement is solely between Adopting Company and You. No Ancillary Entity shall be construed to be parties to this Agreement. In the event that this Agreement creates a right with respect to an Ancillary Entity, such entity shall be deemed to be an intended beneficiary of this Agreement. Except where otherwise expressly agreed, You are not authorized to act as an agent, or on behalf of, Adopting Company or of any Ancillary Entity, and shall at no point represent yourself as an agent of Adopting Company or of any Ancillary Entity. At no point shall you misrepresent to any third-party your contractual status with Adopting Company.
- K. Except as provided in this Agreement to the contrary, You acknowledge and represent that with respect to any Resources You submit to Adopting Company, directly or indirectly, through its web sites or through other means, which are not owned by Adopting Company:
  - 1. Such Resources will not be considered confidential or proprietary and Adopting Company and Ancillary Entities are under no obligation to keep such Resources confidential;

2. Adopting Company will have a perpetual, unrestricted, irrevocable, world-wide, royalty-free right to use, communicate, reproduce, publish, display, distribute, and utilize such Resources in any manner or format it chooses. In so doing, Adopting Company shall be permitted, but not required, to include an electronic copy of Your trademark or service mark as such mark may be published on Your web site(s) at the time of Adopting Company's reproduction.
  3. Unless otherwise expressly and specifically agreed in writing, You hereby authorize Adopting Company and Ancillary Entities as they see fit in their sole discretion to confer with each other, and with legal counsel, agents, and subcontractors, of their choosing, regarding any such Resource. You further authorize such entities to contact You regarding such Resource.
  4. Adopting Company and Ancillary Entities shall have no duty to confer with other such entities and make no warranties or representations that any Ancillary Entity can provide any services or consulting to You.
  5. Such Resources are true and accurate;
  6. You have the authority, or have been properly authorized or licensed, to submit such Resources to Adopting Company; and
  7. You are not in violation of any state or federal laws in submitting such Resources to Adopting Company.
- L. This Agreement shall be construed according to, and governed by, the substantive and procedural laws of the State of the Adopting Company's most current Principle Place of Business, excluding (i) such State's conflicts of laws principles; (ii) the United Nations Convention on Contracts for the International Sale of Goods; (iii) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (iv) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980. The controlling language for this Agreement shall be English.
- M. Notwithstanding the foregoing, You agree that any legal actions between You on the one hand, and Adopting Company or any other Ancillary Entity on the other hand, relating to, or arising from, the purchase, receipt, or use of, or reliance on, Resources must be filed within one (1) year after the claim or cause of action arises. You hereby waive all statutes of limitations associated with such claims or causes of action. Except as provided herein, you further agree that the sole venue for such actions shall be in the county of Adopting Company's current principal place of business, unless Adopting Company is not, or does not become, a party to the action, in which case the sole venue shall be the county or local jurisdiction of the Ancillary Entity's current principle place of business. You hereby waive all defenses relating to jurisdiction, venue, and forum non-conveniens. Notwithstanding the foregoing, in any action where Adopting Company and an Ancillary Entity, located in a country other than the United States, are parties, you hereby waive all provisions regarding joinder of the parties and claims and agree to have the action severed. In such instances, (1) the sole venue for causes of action by or against Adopting Company shall be the county of Adopting Company's current principal place of business, and the sole venue for causes of action by or against the Ancillary Entity shall be the county or local jurisdiction of the Ancillary Entity's current principle place of business, and (2) in each action, this Agreement shall be construed according to the respective State laws, substantive and procedural, in which Adopting Company and Ancillary Entity is located.
- N. Collections Costs, Interest, Court Costs, and Attorneys' Fees. In the event that Adopting Company must take any action to collect the unpaid balance of any fees owed by You to Adopting Company, You shall become immediately responsible for all Costs incurred by Adopting Company. Furthermore, in any legal action (including without limit, civil, criminal or administrative proceeding) related to, or based upon, this Agreement, including without limit its enforcement, or caused partially or wholly by Your breach of Your duties hereunder, or related to the purchase,



receipt, and/or use of, or reliance upon, Resources, You shall become immediately responsible for all Costs incurred by Adopting Company and any other Ancillary Entity as a result of such action. For the purposes of this paragraph, "Costs" shall include without limit the costs of collection, interest, court costs and attorneys' fees.

- O. All Resources are the sole property of Adopting Company or Ancillary Entities. Unless otherwise implied or indicated, Resources are subject to a copyright © 1985-present by Adopting Company and/or other Ancillary Entities. No claim is made to original gov't works. All other rights reserved.
- P. Except where otherwise expressly agreed, in the event that You purchase licensed access to specific Resources, Adopting Company grants You a limited, non-transferable, non-sublicensable, revocable license to use those specific Resources only at the geographical site listed in Your Subscription Application and only as expressly permitted by Adopting Company. You agree to keep such Resources, including passwords, strictly confidential and under no condition at any time shall You loan, lease, distribute, transfer, or disclose the Resources or copies thereof to other entities located at other physical sites or to other third-parties, or otherwise decompile, reverse engineer, disassemble, modify, reproduce, republish, resell, translate into any language or computer language, or create derivative works of the Resources or any part thereof.
- Q. Except where otherwise expressly agreed, Resources are protected by trade dress, trade secret, unfair competition, and other laws and may not be copied or imitated in whole or in part. All custom graphics, icons, and other items that appear on, or in conjunction with, Resources are trademarks, service marks or trade dress ("Marks") of Adopting Company or of Ancillary Entities and may not be used by You in any manner without the express written consent of Adopting Company or of Ancillary Entities. Except as expressly provided herein, Adopting Company and Ancillary Entities do not grant to You any express or implied rights to Adopting Company's or to Ancillary Entity's Marks. In the event that You are properly authorized to use such Marks, under no condition shall You continue to use such Marks upon termination of the applicable license agreement.
- R. Resources may be sold or licensed in conjunction with Third-Party Technologies. An additional license agreement between You and Third-Party Technology Companies may be required as a result. As part of Your purchase, receipt, or use of, or reliance upon, any Resource, You agree that Adopting Company shall have the right in its sole discretion, and without prior notice to You, to utilize and require any such commercially-available Third-Party Technologies in conjunction with its Resources.
- S. You further agree that You will not audio or video tape or record any discussion or phone conversation with Adopting Company, or any conference of the Adopting Company, or permit such taping or recording.
- T. Trademarks and Service Marks
  - 1. General Rule. Any graphic image or text on the web site of Adopting Company which links to or references a company other than Adopting Company may be a service mark or trademark of the respective company. Unless otherwise indicated, other marks contained herein constitute common law service marks of Adopting Company.
  - 2. Windows<sup>®</sup> is a registered trademark of the Microsoft Corporation.
  - 3. CPT<sup>®</sup> is a registered trademark of the American Medical Association. The acronym refers to "Current Procedural Terminology." The "CPT Assistant" is a publication of the AMA and constitutes a compilation of coding guidelines and instructions.
  - 4. GoToMeeting<sup>®</sup> is a registered trademark of the Citrix Systems, Inc.

- U. **Export / Import Law Assurances.** Adopting Company and its Web Site(s) are based in the United States. The United States and certain other jurisdictions control the export of products and information. You agree to comply with all such applicable restrictions and not to export or re-export the Resources to countries or persons prohibited under the United States or other applicable export control laws or regulations. If You access and download the Resources, You represent that You are not in a country where such export is prohibited or are not a person or entity to which such export is prohibited. You are solely responsible for compliance with the laws of Your local jurisdiction and any other applicable laws regarding the import, export, or re-export of the Resources. In particular, but without limitation, no Resource may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries (including without limit Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria), or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using Resources, You represent and warrant that You are not located in, under control of, or a national or resident of any such country or on any such list.
- V. **Modification of Designated Business Associate Relationships Based on HIPAA.** To the extent that You form a business associate relationship with Adopting Company as such phrase is defined by the Health Insurance Portability and Accountability Act ("HIPAA"), You agree to abide by the terms of the Multi-Party HIPAA Business Associate Agreement set forth herein. Moreover, You agree that Your signature on any subscription or purchase application or form, and date of signature, shall also serve as Your execution and date of execution for the purposes of the Multi-Party HIPAA Business Associate Agreement. Adopting Company agrees that its acceptance, and date of acceptance, of Your application for subscription or purchase shall serve as its execution and date of execution of the Multi-Party HIPAA Business Associate Agreement.

#### IV. Sponsorship / Affiliate Membership Agreements

- A. "Sponsorship Agreements" or "Affiliate Membership Agreements" (herein, "Sponsorship Agreements") shall refer to the various types of sponsorship agreement set forth in this section.
- B. **General Rules**
  - 1. The Adopting Company reserves the right, in its sole discretion, reasonably or unreasonably, and without cause or notice, to terminate any Sponsorship Agreement without notice.
- C. **Types of Sponsorship Agreement**
  - 1. Reserved for Future Use

#### V. Subscription / End-User Membership Agreements

- A. "Subscription Agreements" or shall refer to the various types of subscription agreement and end-user membership agreements set forth in this section.
- B. **General Rules**
  - 1. Except where otherwise expressly agreed in writing, the Adopting Company reserves the right, in its sole discretion, reasonably or unreasonably, and without cause or notice, to terminate any Subscription Agreement without notice.
- C. **Types of Subscription Agreement**
  - 1. Subscription for Training and Support

## 2. Subscription for Access to the Injury Payment and Marketing System

### VI. License Agreement Relating to Multi-Media Products (Including Without Limit Digital Files of Any Type Irrespective of the Manner of Publication and Dissemination)

- A. "License Agreement" shall refer to the terms of this section.
- B. This section applies to and governs Your purchase, receipt, and use of, and reliance upon, Multi-Media Resources.
- C. "Licensor" shall mean either Adopting Company or Ancillary Entity as applicable.
- D. For the purposes of this License Agreement, "Multi-Media Resource" shall refer to any Resource which is contained or stored on electronic media including without limit digital files, compact discs, CDs, digital video discs, digital versatile discs, DVDs, and computer hard drives, and which is capable of being downloaded to, or operated on, a computer.
- E. Notwithstanding any other provision of this Agreement, Multi-Media Resources are licensed on a non-exclusive basis by Licensor for use under the terms of this License Agreement, and Licensor reserves all rights not expressly granted herein. Accordingly, Your purchase of the Multi-Media Resource entitles You to a license interest only and not ownership of any aspect of the Resource.
- F. Installation on One (1) Computer Workstation Permitted. Except as expressly provided otherwise in writing, this License Agreement allows You to install the Resource on, or view the Resource through, one (1) Computer Workstation. Once the Resource has been installed on, or viewed through, one (1) unique Computer Workstation, You are not permitted to install the Resource on, or view it through, any other computer. For the purposes of this paragraph, a "Computer Workstation" means any computer which includes its own operating system, hard drive, and monitor and is generally used as a workstation by a single user. Examples of Computer Workstations include without limit desktop, laptop, and notebook computers. Accordingly, in conjunction with the license of the Resource, you will be issued a single serial number and will be required by virtue of the applicable Third-Party Technology to register the Resource and serial number when installing it on, or viewing it through, a Computer Workstation. Notwithstanding the foregoing, and in absence of a written agreement to the contrary, You are expressly not permitted to view the Resource, or provide access to the Resource, by means web conferencing technology such as GoToMeeting or other web conferencing technologies.
- G. Transfer of License to Another Computer Workstation; Limitations. From the date of licensure, and subject to Licensor's approval which Licensor may withhold for any reason in its sole discretion, you may be permitted to change the Third-Party Technology registration to a different Computer Workstation used by an employee of your company. In no event shall Licensor grant approval in the event that the Computer Workstation is located in a facility which has a different business mailing address than You or which is used by an individual not employed by Your company. In the event that a transfer of registration is permitted by Licensor, in no event shall the Resource be simultaneously installed on, or registered in association with, more than one Computer Workstation.
- H. Termination. This License Agreement is effective until terminated. Your rights under this License Agreement will terminate automatically without notice from Licensor if You fail to comply with any term(s) of this Agreement. Upon the termination of this License Agreement, You shall cease all use of the Multi-Media Resource, uninstall all instances of the Resource on all computers, and destroy all Resource discs.
- I. Government End Users. Multi-Media Resources are "Commercial Items", as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial

Computer Software Documentation", as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

- J. Liquidated Damages. You agree that due to the difficulty of precisely calculating damages to Adopting Company in the event of a breach of this License Agreement, You shall pay liquidated damages in the amount of three times (3x) the amount of the purchase price of the Multi-Media Resource for each violation of this License Agreement. You agree that such a payment constitutes liquidated damages and not a penalty. Any payment made by You to Adopting Company pursuant to this License Agreement is not Adopting Company's exclusive remedy for breach of the License Agreement and Adopting Company shall be entitled to any and all other remedies available to it under applicable law.

## VII. Conference Participation Agreement

- A. "Conference Participation Agreement" shall refer to the terms of this section.
- B. This section applies to and governs Your participation or attendance at any conference with Adopting Company or Ancillary Entities whether such conference is held telephonically, through the Internet, at a hotel, or otherwise, irrespective of whether the conference is provided on a one-on-one basis or in a group setting, scheduled or otherwise.
- C. "Primary Organizer" shall mean the entity identified as such on the Conference web pages located on Adopting Company Web Site(s).
- D. Only one (1) login and one (1) conference call per registration to a web conference is permitted.
- E. Organizers reserve the right for any reason, in their sole discretion, and without notice, to add, cancel, or reschedule conferences at any time according to registration / reservation demands, or to cancel, terminate, or not approve a conference registration / reservation, or to close web conferences to any further participation or attendance.
- F. Unless otherwise stated to the contrary by Primary Organizer:
1. In the event You paid a conference fee and are unable, with cause, to attend 75% or more of a scheduled event, You will receive a credit, prorated to the relative amount of time You were able to attend, toward a future event of the Primary Organizer, provided that in cases where the cause applies specifically and exclusively to You, and not to other registrants, participants, or attendees, You provide the Primary Organizer with written notice of Your inability to attend, and the cause for such inability, within three (3) business days of the event.
  2. For the purposes of this section, "Cause" shall include instances where the conference must be canceled or rescheduled, or a meeting room must be listed as "FULL," by the Primary Organizer. Cause shall also include acts of God or unforeseeable events, including, but not limited to, severe weather conditions, medical conditions, serious illness, accidents, power outages, technical failures, loss of telephone and/or Internet connection, unlicensed access, and other events beyond the control of the Primary Organizer or presenter(s) which make the performance of the event impracticable.
- G. The recording of conferences by participants / attendees is strictly prohibited.

- H. Organizers reserve the right to record the graphic, text, audio, and video components of any conference and to re-broadcast or disseminate such recordings as they see fit in their sole discretion. All participants / attendees, as a condition of their participation / attendance, hereby consent to such recording.
- I. Participants / attendees agree to abide by state and federal laws during said conferences, including without limit privacy laws, laws regarding defamation, laws regarding collective bargaining, and other state and federal laws.

#### VIII. Web Site Use Agreement

- A. "Web Site Use Agreement" shall refer to the terms of this section.
- B. For the purposes of this Web Site Use Agreement, "Web Site Resource" shall refer to any Resource as generally defined which is referenced on, linked to, contained in, or accessed through, Adopting Company's web site(s).
- C. This Web Site Use Agreement governs Your access to and use of Web Site Resources. The web sites are generally available for Your use only on the condition that You agree to the terms of use set forth in this Agreement. If You do not agree to all of the terms of use, do not access or use the web site(s). By accessing or using the web site(s), You signify Your agreement to be bound by the terms of use.
- D. User Eligibility. Adopting Company Web Site(s) are available only to entities and persons over the age of legal majority who can form legally binding agreement(s) under applicable law. If You do not qualify, You are not permitted to use the Web Site(s).
- E. Conflicts Between This Section and Any Other Section of This Agreement. To the extent that this section conflicts with any other section of this Agreement, the other section shall control.
- F. Restrictions on Use of the Web Site. In addition to other restrictions set forth in this Agreement, You agree that:
  - 1. You shall not disguise the origin of information transmitted through the Web Site(s).
  - 2. You will not place false or misleading information on the Web Site(s).
  - 3. You will not use or access any Web Site Resource in a manner not expressly permitted by Adopting Company.
  - 4. You will not input or upload to the Web Site(s) any information which contains any Virus.
  - 5. Certain areas of the Web Site(s) are restricted to subscribers of Adopting Company.
  - 6. You may not use or access the Web Site(s) in any way that, in Adopting Company's judgment, adversely affects the performance or function of the Web Site(s) or interferes with the ability of authorized parties to access the Web Site(s).
  - 7. You agree to use the Web Site in strict compliance with all applicable laws, rulings and regulations and in a fashion that does not, in the sole judgment of Adopting Company, negatively reflect on the goodwill or reputation of Adopting Company and shall take no actions which would cause Adopting Company to be in violation of any laws, rulings or regulations applicable to Adopting Company.

8. Any use in connection with the Web Site(s) of automated inquiry devices, robots, or repetitive data gathering and extraction tools, routines, scripts or other mechanisms with similar functionality is expressly prohibited.
9. You may not frame or utilize framing techniques to enclose any portion or aspect of Web Site Resources without the express written consent of Adopting Company.

G. Access to Software Applications through the Web Site. Your use and access of any Software Applications through the Web Site(s) are subject to the following terms:

1. The Software Applications may be used to provide tracking and other functions and information related to collections on accounts. The Resources from such applications are to be used by You solely in connection with collections activities by You or on Your behalf and for no other purpose.

H. Links

1. Outbound Links. The Web Site may contain links to third-party Web Sites and resources (collectively, "Linked Sites"). These Linked Sites are provided solely as a convenience to You and not as an endorsement by Adopting Company of the content on such Linked Sites. In addition, Your use of Linked Sites may be subject to any applicable policies and terms and conditions of use, including but not limited to, the Linked Site's privacy policy.
2. Inbound Links. Linking to any page of the Web Site(s) other than to home pages through a plain text link is strictly prohibited in the absence of a separate linking agreement with Adopting Company. Any web site or other device that links to home pages is prohibited from (a) replicating Resources, (b) using a browser or border environment around the Resources, (c) implying in any fashion that Adopting Company or Ancillary Entities are endorsing it or its products or services, (d) misrepresenting any state of facts, including its relationship with Adopting Company or Ancillary Entities, (e) presenting false information about Adopting Company Resources, and (f) using any logo or mark of Adopting Company or Ancillary Entities without express written permission from Adopting Company.

IX. Multi-Party HIPAA Business Associate Agreement

A. General Provisions

1. This Business Associate Agreement is made between You (herein, "Covered Entity"), Adopting Company, and various Contracted Ancillary Entities of Adopting Company (herein, the latter two are collectively referred to as "Business Associate"), but only to the extent that Covered Entity actually forms a "business associate relationship" as defined herein with one of the Business Associates. To the extent a business associate relationship is made, this Business Associate Agreement modifies the terms of that relationship.
2. For the purposes of this Business Associate Agreement, "Contracted Ancillary Entity" shall include any Ancillary Entity to the extent that it (a) actually forms and maintains a "business associate relationship" with Adopting Company under HIPAA regulations, and (b) expressly agrees with Adopting Company in writing to have its execution and the date of execution, associated with the "business associate relationship," serve as its execution and date of execution for the purposes of this Business Associate Agreement.

B. Definitions

1. General. Terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in the Privacy Rule.

2. "Business Associate Agreement" shall refer to the terms of this section.
3. "Business associate relationship" or "Applicable Services Agreement" shall mean a contractual relationship between at least two parties where at least one of the parties by virtue of the contract constitutes a "business associate" under federal HIPAA regulations.
4. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
5. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
6. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
7. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
8. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

C. Obligations and Activities of Business Associate

1. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Business Associate Agreement or as Required By Law.
2. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information.
3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.
4. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Business Associate Agreement of which it becomes aware.
5. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to such information.
6. Business Associate agrees to provide access, at the request of Covered Entity to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
7. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity.
8. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by

Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
10. Business Associate agrees to provide to Covered Entity or an Individual information collected in accordance with this Business Associate Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

D. Permitted Uses and Disclosures by Business Associate

1. Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Applicable Services Agreement, provided that such use or disclosure would not violate the Privacy Rule.
2. Except as otherwise limited in this Business Associate Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
3. Except as otherwise limited in this Business Associate Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

E. Obligations of Covered Entity

1. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

F. Permissible Requests by Covered Entity

1. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

G. Term and Termination



1. Term. The Term of this Business Associate Agreement shall be effective on the date that the business associate relationship commences, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.
2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, then Covered Entity shall be authorized to terminate this Business Associate Agreement and the Service Agreement.
3. Effect of Termination.
  - a. Except as provided in paragraph (2) of this subsection, upon termination of this Business Associate Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
4. Miscellaneous
  - a. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
  - b. Amendment. The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
  - c. Survival. The respective rights and obligations of Business Associate as specified above under "Effect of Termination" of this Business Associate Agreement shall survive the termination of this Business Associate Agreement.
  - d. Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

## X. Privacy Agreement

- A. "Privacy Agreement" shall refer to the terms of this section.

- B. For the purposes of this section, "Personal Information" shall refer to information collected from, or provided by, You at Adopting Company Web Site(s) relates to an identifiable person. Examples of Personal Information include without limit names, addresses, e-mail addresses, credit card numbers and telephone numbers.
- C. The Privacy Agreement governs the collection of Personal Information. To the extent that the terms of the Multi-Party HIPAA Business Associate Agreement and the terms of this Policy conflict, the terms of the Multi-Party HIPAA Business Associate Agreement shall control.
- D. With respect to any individual whose Personal Information is provided by You to Adopting Company, You represent to Adopting Company that You have obtained all necessary consents for the processing of such Personal Information contemplated by the Resources. You are using and by the Privacy Agreement, including the transfer of such data to the United States or other countries whose laws may not provide the same level of protection for the personal data as the laws of the country of origin of such individual.
- E. Protection of Your Information
  - 1. We understand the importance of privacy to our customers and visitors to Adopting Company Web Site(s). For many years, our policy has been to treat what we learn about our customers as confidential. For example, we will not give or sell confidential or Personal Information (as described below) about our customer to any third party not affiliated with their transaction, except as required by law or as necessary to provide Adopting Company Resources to the customer.
  - 2. We collect and store information about every transaction we process so that we can efficiently provide the Resources demanded by our customers. We employ information about our customers, and the use of our Resources, to provide or enhance the Resources which we make available, communicate with our customers about additional Resources they may find of value, satisfy our legitimate business interests (including performing trend analysis and market studies), set prices, establish credit, fulfill accomplish the billing function, and comply with government regulations.
  - 3. As we collect and use information about our customers, we may contract with vendors to assist us in processing that information for those purposes listed in the previous paragraph. These vendors are required to maintain the confidentiality of the information and are restricted from using the information for any other purpose. In addition, as Adopting Company continues to develop its business, we may buy or sell subsidiaries or business units. As part of these transactions, customer information of the subsidiaries or business units may be one of the transferred assets.
  - 4. Adopting Company does not sell information to third parties that could be used to specifically identify an individual customer or group of customers. Anonymized data, with all names, addresses and other Personal Information removed, is sometimes shared with third parties. Finally, we may provide Personal Information to government agencies as required by law or regulation.
  - 5. In addition to the uses of the information described in the paragraphs above, we collect telephone numbers and e-mail addresses in the event that we have to contact You to resolve a question or provide status information.
  - 6. Security and Integrity of Information. We treat our data as assets that must be protected against loss and unauthorized access. We employ information security techniques to appropriately protect confidential information from unauthorized access by users inside and

outside the company. Access to customer information is limited to those officers and employees who have a legitimate business need for that information.

7. Adopting Company Web Site(s), and their supporting systems, employ generally accepted information security techniques such as firewalls, access control procedures and cryptography to appropriately protect confidential information from unauthorized access.
8. We retain information, including Personal Information, about customers as necessary for business purposes and as required by government regulation. We carefully dispose of records and delete information when retention periods expire.
9. Some information about Adopting Company subscribers, purchasers, and customers is stored in systems located on customer premises. Customers concerned about the security of their information in these systems should secure it by activating passwords and using physical access controls. When these systems (hardware or software) are provided by Adopting Company, we provide tools to facilitate customer efforts to safeguard their information.
10. Adopting Company Web Sites
  - a. The following paragraphs describe our commitment to the protection of Personal Information as it applies to the Adopting Company Web Site(s), which are web sites controlled or operated by a Adopting Company entity (such as a Adopting Company business unit) or a Adopting Company affiliate, unless the web site expressly publishes a different or modified privacy policy.
  - b. Users can visit many areas of the Adopting Company Web Site(s) without revealing who they are or providing any information about themselves. However, some of our Resources require that users identify themselves in order to enable the interactive function. We may ask users to provide some Personal Information in these situations.
  - c. Links to Other Sites. Adopting Company is not responsible for the privacy practices or the content of web sites other than its own.
  - d. Cookies.
    - i. Cookies are small text files that a web site can send to a user's browser for storage on the hard drive. Cookies can make use of the web easier by saving and administering status, application, preferences and other user information. Most browsers are initially set to accept cookies but users can change the setting to refuse cookies or to be alerted when cookies are being sent. For instructions on how to change cookie settings, look in the Help menu on Your Internet browser. Although refusal of cookies will not interfere with the ability to interact with the Adopting Company Web Sites, users will need to accept cookies in order to use certain functionality provided at the Adopting Company Web Sites.
    - ii. We may use cookies (sometimes in conjunction with other technology) (i) to keep track of and administer customer status, preferences, business information and other information provided by a user, (ii) for security purposes, and (iii) to understand visitor usage of the Adopting Company Web Site(s) on an anonymous basis.
    - iii. Other than cookies used in connection with registered users of a Adopting Company Web Site or used to transfer information from one Resource to another on one or more of the Adopting Company Web Sites, information collected by cookies used in

connection with the Adopting Company Web Sites is not used by Adopting Company to identify an individual.

- e. Web Surveys. From time to time, we include survey forms on the Adopting Company Web Sites to better understand our customers' needs and to create web sites that respond to their interests. Customers may opt-out of participating in follow-up surveys. Adopting Company will not disclose survey response information to companies or individuals outside Adopting Company with two exceptions:
  - i Anonymized data, with all names, addresses and other personally identifiable information removed.
  - ii To vendors who are required to maintain the confidentiality of the information and are restricted from using the information for any purpose other than helping to provide services to Adopting Company or Adopting Company customers.
- f. Adopting Company Web Site Applications. Users of applications on the Adopting Company Web Sites that enable the purchase of Resources who choose to use credit cards for payment are required to provide information about themselves and their card. We use this information to establish credit for billing.
- g. IP Addresses. the Adopting Company Web Sites collect IP addresses for system administration, security, and statistical analysis purposes. An IP address is a number that is automatically assigned to a computer whenever it is connected to the Internet. We log these addresses and analyze them to understand where requests originate so that we can provide the most efficient service, enhance security, ensure appropriate usage and produce traffic volume statistics.
- h. Online Subscriber Account Information. In addition to the information provided above under "Cookies," those who subscribe to Adopting Company services may have the option of requesting access to restricted online areas. As part of this process, users must complete forms which request Personal Information. We use the information from the registration form to enhance our services and better meet the needs and preferences of our customers. While each subscriber has the option of filtering out certain kinds of e-mail messages from Adopting Company, there are certain e-mails that Adopting Company may continue to send to subscribers. For example, Adopting Company may continue to use e-mail to provide details about customer account(s) and operational information regarding existing Resources.
- i. Online Electronic Newsletter Databases. the Adopting Company Web Site(s) allow users to sign up for one or more electronic newsletters. Registered newsletter subscribers can modify or delete the information previously provided at the registration site, and are further given the option of filtering out e-mails by the nature of the Resources and by other factors. Registered users should note that Adopting Company will use reasonable efforts to delete user information when requested but that some residual information may remain because of backup files and deletion logs.

#### XI. HIPAA Notice of Privacy Practices

- A. "HIPAA Notice of Privacy Practices" shall refer to the terms of this section, which section shall include Appendix A as set forth below.
- B. For the purposes of Appendix A, "You" shall refer to the applicable patient, and "Our," "Our Clinic," "Us," and other similar phrases shall refer to the Adopting Company.

- C. To the extent that the Adopting Company is a Covered Entity under HIPAA and maintains an independent HIPAA Notice of Privacy Practices (herein, "Independent HIPAA Notice of Privacy Practices" relative to the use and disclosure of patient information, the Independent Notice of Privacy Practices is hereby incorporated by reference and shall supersede the terms, and shall also control for the purposes of, of this Section. In the event of a conflict between a term of this Agreement and a term of the controlling Notice of Privacy Practices, if applicable, the term of the controlling Notice of Privacy Practices shall control with respect to this Agreement.

## APPENDIX A – HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Effective Date: The Effective Date the Uniform Legal Notice Shall Be the Effective Date of This Notice

### Under Federal Law, How Might Your Protected Health Information Need to Be Used / Disclosed by Our Office for Treatment, Payment, or Health Care Operation Purposes?

Generally, your protected information may be used or disclosed by our clinic for treatment, payment, or specific health care operations. These three words or phrases are defined by Federal Law, 45 CFR s 164.501 and other regulations as follows:

Treatment. *Treatment means the provision, coordination, or management of health care and related services by one or more health care providers, including the coordination or management of health care by a health care provider with a third party; consultation between health care providers relating to a patient; or the referral of a patient for health care from one health care provider to another.*

Payment. *The activities undertaken by us to obtain or provide reimbursement for the provision of health care. Such activities include without limit determinations of eligibility or coverage (including coordination of benefits or the determination of cost sharing amounts); adjudication or subrogation of health benefit claims; billing, claims and practice management, collection activities, obtaining payment under a contract for reinsurance (including stop-loss insurance and excess of loss insurance), and related health care data processing, analysis and aggregation; provider accreditation; review of health care services with respect to medical necessity, coverage under a health plan, appropriateness of care, or justification of charges; and contacting your employer, or you through your employer, for reasons consistent with this paragraph including without limit to obtain current group benefits and effective dates. For the purposes of this Privacy Notice, activities undertaken to properly obtain or provide reimbursement may include without limit disclosures to accountants, attorneys, management consultants, financial consultants, organizations providing data aggregation and other like services, professional associations, and other similar entities, including their agents and subcontractors, where confidentiality is expressly agreed to or normally inferred. Such activities shall also include disclosures to state and federal agencies, officials, and employees for the purposes of utilizing reporting or filing mechanisms including without limit those related to the perfection of security interests as well as to the enforcement of, and oversight over, payer responsibilities and obligations.*

Other Health Care Operations. 45 CFR s 164.501 and .520(b)(1)(iii) outline several other purposes for which our practice may use or disclose protected information. For example, our practice may

use or disclose protected information for the purposes of (1) conducting training programs in which students, trainees, or practitioners in areas of health care learn under supervision to practice or improve their skills as health care providers, (2) providing appointment reminders to patients, (3) providing treatment alternatives or other health-related benefits and services that may be of interest to patients, and (4) contacting patients to raise funds.

In addition to those operations listed above, our office may send you welcome cards as well as birthday cards to your attention by mail which may include the actual date of your birthday. Furthermore, for those patients who indicate who referred them to our clinic, our office may send you "Thank You" cards to the referring person. Our office also regularly disburses newsletters, special offers, follow-up surveys and mailings, to our current and past patients.

**Disclosures to Primary Care Clinicians and Other Health Care Providers.** Without limiting this Privacy Notice in any way, you agree that our clinic may communicate with your primary care clinicians and other health care providers who may have, or are likely to have seen, you regarding your condition. Such communications may include without limit submitting a copy of various health care records compiled at our clinic.

**Disclosures to the Patient by Fax and E-mail; Disclosures Left on Voice Mail; Other Communications by E-mail, Fax, and Other Electronic Means**

Periodically, patients request that our clinic transmit protected information to them by means of fax or email, or leave messages on voice mail regarding such information. While we may request specific written authorization from you prior to disclosing protected information through such means, you hereby agree that by providing us with a fax number, email address, or phone number which includes voice mail, you are hereby consenting to disclosures through such means. Additionally, you agree that all permitted uses and disclosures may be accomplished by our office through electronic means including without limit e-mail, fax, and various other types electronic means.

**Disclosures to "Personal Representatives" at the Patient's Request**

Oftentimes, close relatives to our patients will request that we disclose protected health information to them on the patients' behalf or at our patients' request. You hereby agree that if the person you represent as your spouse contacts our clinic regarding your care, we may disclose protected information to them.

**Under Federal Law, How Might Your Protected Health Information Need to Be Used / Disclosed in Ways That Don't Require Written Consent or Authorization?**

Under certain circumstances, law may require or permit our practice to make use of or to disclose your protected information without your consent or authorization. Such circumstances include:

- a) Uses and disclosures required by law.

- b) Uses and disclosures for public health activities.
- c) Disclosures about victims of abuse, neglect or domestic violence.
- d) Uses and disclosures for health oversight activities.
- e) Disclosures for judicial and administrative proceedings.
- f) Disclosures for law enforcement purposes.
- g) Uses and disclosures about decedents.
- h) Uses and disclosures for cadaveric organ, eye or tissue donation purposes.
- i) Uses and disclosures for research purposes.
- j) Uses and disclosures to avert a serious threat to health or safety.
- k) Use and disclosures for specialized government functions.
- l) Disclosures for workers' compensation.

### **What Happens If Other Law is More Restrictive Than Federal Law?**

In the event other law becomes more restrictive than Federal Law with respect to uses and disclosures of your protected information, our practice will include descriptions of the more stringent requirements in this privacy notice.

### **All Other Uses / Disclosures Require Your Written Authorization**

All other uses and disclosures besides those listed herein and those which require an opportunity to agree or object (see 45 CFR 164.512) will only be made with your written authorization. Once such authorization is granted, you make revoke it at any time as provided by and subject to 45 CFR 164.508(b)(5).

### **Your Rights and How to Exercise Those Rights**

Under Federal Law, you have the following rights. To exercise your rights, you will need to send a written request to the attention of the Privacy Officer of our clinic.

You have the right to request restrictions on certain uses and disclosures of protected health information as provided by s 164.522(a). Please note however that under Federal Law, our clinic is not required to agree to a requested restriction. You have the right to receive confidential communications of protected health information as provided by and subject to 45 CFR s 164.522(b). You have the right to inspect and copy protected health information as provided by and subject to 45 CFR s 164.524. You have the right to amend protected health information as provided by and subject to 45 CFR s 164.526. You have the right to receive an accounting of disclosures of protected health information as provided by and subject to 45 CFR s 164.528. You have the right to obtain a copy of this privacy notice.



## **Duties of Our Clinic**

Our clinic is required by law to maintain the privacy of your protected information and to provide you with notice of our legal duties and privacy practices concerning your protected information. Our clinic is required to abide by the terms of this privacy notice currently in effect. Our clinic reserves the right to change the terms of our notice and to make new notice provisions effective for all protected information that our clinic maintains. The revised notice will be made available at the front desk of our clinic for your inspection or copying.

## **Complaints**

Our clinic welcomes any suggestions for amending our privacy practices. If you believe that your privacy rights have been violated, you may file a complaint with the Privacy Officer of our clinic and to the Secretary of Health and Human Services. To file a complaint with our Clinic's Privacy Officer, simply request and complete a copy of our privacy complaint form and submit it to our Privacy Officer. No individual may be retaliated against for filing such a complaint.

## **Contact Information or Further Information**

For more information, call our main office number and ask to speak with our Privacy Officer.