

TERMS OF USE

This website and Caremerge's products and services ("Services") are owned by Caremerge, Inc., a Delaware Corporation, and its affiliates (collectively, "Caremerge") and are provided subject to the terms set forth herein. You agree you have read, understand, and agree to all terms applicable to you, which are contained herein. If you use the Services, you agree to be bound by these Terms of Use. If you do not agree to be legally bound by the Terms of Use, you are not permitted to use the Services. Additionally, by your use of the Services you agree that you acknowledge and agree to Caremerge's [Privacy Policy](#) (defined below). Prior to the use of the Services, you may be required to execute additional documentation presented to you by Caremerge, including without limitation, a business associate agreement ("BAA") and an Order Form (as defined below) (such documents individually and collectively, the "Additional Documents"). The Privacy Policy and Additional Documents are incorporated herein by reference.

Caremerge reserves the right to make changes at any time to the Services or these Terms of Use. Any modifications to the Terms of Use will be effective upon posting. Your continued use of the Services following posting of any revised Terms of Use will constitute acceptance of the modified Terms of Use.

1. Authorized Use of the Services. Subject to the terms and conditions of the Terms of Use and the terms of the individual, written or electronic, order form that may be used to purchase the Services ("Order Form"), Caremerge grants you a non-exclusive, personal, non-transferable, non-sublicenseable, limited and revocable right to access, use the Services in accordance with your Order Form. You agree to provide accurate information when you (i) access the Services, whether with or without a username and password, (ii) provide Caremerge with information only via the Services. The Services are intended solely for users who are thirteen (13) years of age or older, and any registration, use or access to the Services by anyone under 13 is unauthorized, and in violation of these Terms of Use. You may download, view, copy and print information, materials and any other aspect of the Services (i) SOLELY FOR YOUR PERSONAL, INFORMATIONAL PURPOSES; and (ii) provided that neither the materials, nor any proprietary notices or disclaimers therein, are modified or altered.

2. Restrictions on Use of the Services.

2.1 Accessing the Services. You agree to access the Services through a Caremerge approved application, including, but not limited to, a web browser or through an application made available through iTunes and other third-party distribution platforms ("Applications"), and specifically agree not to use any third-party applications to access the Services. You further agree that you will not use any robot, spider or other automatic device, manual process or application or data mining or extraction tool to access, monitor, copy or use the Services. You agree not to take any other action that imposes an unreasonable or disproportionately large load on the Services. In addition, you agree not to link to the Services other than through the home page located at www.Caremerge.com or through the Applications.

2.2 Manipulating the Services. Except as expressly provided herein or elsewhere within the Services, you may not (i) use, download, upload, reproduce, copy, duplicate, print, display, perform, republish, sell, license, post, transmit, disseminate, or redeliver the Services or any portion thereof or use "framing technology," with the Services; (ii) otherwise distribute, or commercially exploit in any way the Services or any portion thereof or any information or content on the Services; (iii) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Services; (iv) combine the Services or any part thereof with, or incorporate the Services in any other programs; (v) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Services or any part thereof; (vi) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Services or any features or functionality of the Services to any third-party for any reason; (vii) use the Services for purposes of competitive analysis of the Services, the development of a competing service or product or any other purpose that is to Caremerge's commercial disadvantage. without the prior written permission of Caremerge.

2.3 Illegal Content. You agree not to upload on or transmit to or via the Services any information or other content which: (i) infringes or otherwise violates any copyright, patent, trademark, trade secret or other proprietary right; (ii) is defamatory, libelous, expresses hate, or is unlawfully threatening; (iii) is pornographic, obscene or exploitative of a minor; (iv) contains or embodies a virus, worm, Trojan Horse or other contaminating or destructive feature; or (v) otherwise violates any applicable treaty, law or regulation.

2.4 Illegal Actions. You agree you will not interfere, in any way, with others' use of or access to the Services and will not attempt to gain unauthorized access to the account or computer system of any other Services user. You further agree not to take any other action in connection with your use of the Services which violates any treaty, law or regulation and to fully comply with all applicable treaties, laws and regulations in your use of the Services. Caremerge assumes no liability, and shall not be held responsible for, any action you take in connection with your use of the Services.

2.5 Unauthorized Use of the Services. Caremerge reserves the right to investigate and take legal action against any illegal and/or unauthorized use of the Services, including but not limited to: unauthorized access to the Services through a third party application, robot, spider, automated device, or data mining or extraction tool or other unauthorized means; interference with the Services; action that imposes an unreasonable load on the Services; or any link to any page of the webServices other than the home page. Caremerge's decision not to pursue legal action for any violation of the Terms of Use shall not be construed as a waiver of these Terms of Use or Caremerge's legal rights. To the extent you are a party to any such unauthorized use of the Services, Caremerge may avail itself of all remedies available to it at law, including, but not limited to, termination as set forth in Section 16.

3. Caremerge's Ownership of the Services; Intellectual Property. All content within the Services, including photos, design, text, graphics, logos, button icons, images, software, audio clips, digital products, product samples and data compilations; any improvements or modifications to such content; any derivative works thereof; and the collection, arrangement and assembly of all content on this Services; are the property of Caremerge or its licensors and are protected by United States and international copyright and other intellectual property laws. Caremerge shall have and retain all right, title, and interest in and to the Services, any additions, modifications or enhancements to it and all intellectual property rights associated with any of the foregoing, including, without limitation, rights to patents, copyrights, trademarks, trade secrets, or know-how ("Intellectual Property"). You acknowledge that Caremerge is the exclusive owner of the Services and that the Services are the proprietary Intellectual Property of Caremerge.

Caremerge, the Services, and other marks displayed on our Services are the proprietary service marks or trademarks of Caremerge or its licensors. Caremerge's trademarks may not be used in connection with any product or service that is not Caremerge's, in any manner that is likely to cause confusion among consumers, or to disparage or discredit Caremerge. All other trademarks not owned by Caremerge that appear on this Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Caremerge. You may not use, copy, modify or display any of the trademarks, service marks, names or logos appearing on the Services without the express written permission of the trademark owner.

Nothing in these Terms of Use shall be deemed to grant to you or any other user any license or right in or to any copyright, trademark, trade secret or other proprietary right of Caremerge or its licensors.

4. Third-Party Websites. The Service may contain links to third-party websites, applications, advertisers, services, special offers or other events or activities (collectively "Third-Party Websites") that are not owned or controlled by Caremerge. Caremerge makes no representation or warranty regarding the Third Party Websites. CAREMERGE IS NOT RESPONSIBLE FOR THE CONTENT OF ANY THIRD PARTY SITE, NOR DOES IT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONTACT (OR THE ACCURACY OF SUCH CONTENT) ON ANY THIRD PARTY SITES, AND CAREMERGE SHALL HAVE NO LIABILITY OF ANY NATURE WHATSOEVER IN RELATION TO ANY OF THE FOREGOING.

5. Passwords/Improper Access. You acknowledge you are fully responsible for all activities that occur through the use of any password you are granted upon registering to use the Services. You agree not to access or attempt to access any password-protected portions of the Services without an authorized password or through any means other than by submitting your authorized password on the appropriate web page or web tools. You are responsible for protecting the Services you access. You agree to vigilantly safeguard your username and password as well as the confidential and proprietary information and Intellectual Property contained within the Services against unauthorized access, misuse, improper disclosure, and/or any other use prohibited by these Terms of Use, the [Privacy Policy](#), or the Additional Documents. You agree to notify Caremerge immediately if you are aware of any unauthorized use of your account or any security breach concerning the Services.

6. User Content. Except as provided in the following paragraph or where otherwise expressly provided by Caremerge, all comments, feedback, or information (other than Protected Health Information (as defined below)) submitted to Caremerge through or in association with the Services (collectively, "User Content") shall be considered non-confidential and Caremerge's property. By submitting such User Content to Caremerge, you agree that you assign to Caremerge, without charge, all worldwide rights, title and interest, including copyrights and other intellectual property rights, in and to the User Content. Caremerge shall be free to use such User Content in any manner or media whatsoever, on an unrestricted basis and without any compensation or royalties to you.

Notwithstanding anything to the contrary herein, Caremerge agrees to not use or disclose any Protected Health Information (as defined in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), as amended by subtitle D of Title XIII of division A of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (the "HITECH Act"), and the applicable regulations promulgated under HIPAA and the HITECH Act (collectively, the "HIPAA Regulations")) that has been submitted to Caremerge through or in association with the Services other than as permitted or

required by applicable law, including, but not limited to, HIPAA, the HITECH Act and the HIPAA Regulations (collectively, the "Healthcare Laws").

You also represent and warrant that you own or otherwise control all of the rights to the User Content and Protected Health Information, as applicable (collectively, the "Content"), that you upload to the Services; that the User Content is accurate; and that use of the User Content you supply does not violate this policy applicable law (including any of the Healthcare Laws) and will not cause injury to any person or entity. Caremerge has the right but not the obligation to monitor and edit or remove User Content. Caremerge takes no responsibility and assumes no liability for any Content posted by you or any third party.

If you are a medical care provider, you acknowledge and agree that (i) any medical care decisions made by you using the patient specific content on the Services (including any Protected Health Information for such patient, collectively, the "Patient Information") is your responsibility, (ii) Caremerge is a tool to assist you in reviewing such Patient Information that has been entered by various care providers of the subject patient on the Services, (iii) such Patient Information accessed by you on the Services should not be used by you as the ONLY information in making necessary medical care decisions for such subject patient and (iv) you should use your training and experience in the medical field to collect all necessary information in making the appropriate medical care decision for such subject patient.

7. No Medical Advice Provided. The content on the Services is intended to be general information in regard to the subject matter covered. Caremerge does not directly or indirectly practice medicine, render medical advice, or dispense medical services via the Services, and nothing contained in this Services is intended to be instruction for medical diagnosis or treatment. No aspect of the Services is intended to provide, or should be construed as providing, any dietary or nutritional advice or professional medical advice, diagnosis or treatment of any kind. You should not disregard medical advice or delay seeking medical advice as a result of any content on the Services, or otherwise consider any content on the Services to be a substitute for professional medical advice. Please consult qualified healthcare providers regarding any health or dietary concerns or conditions.

8. No Legal Advice Provided. No aspect of the Services is intended to provide, or should be construed as providing, any legal advice of any kind. You should not disregard legal advice as a result of any content on the Services, or otherwise consider any content on the Services to be a substitute for professional legal advice. Please consult qualified legal representatives regarding any legal concerns or issues.

9. No Financial Advice Provided. No aspect of the Services is intended to provide, or should be construed as providing, any investment, tax or other financial related advice of any kind. You should not consider any content on the Services to be a substitute for professional financial advice. Please consult qualified financial consultants regarding any investment, tax or other financial matters.

10. Applications. Caremerge may offer the Service through Applications. By using an Application to enable your use of the Service, you are explicitly confirming your acceptance to these Terms of Use, including the [Privacy Policy](#) and acknowledging the applicability of those agreements to your use of the Service through the Application. There may be additional terms provided at the time of download or installation of the Application, which will also be deemed accepted by you upon your use of the Application to use the Service.

11. Privacy. The terms of the Caremerge Privacy Policy, which can be found on the Caremerge website at [Privacy Policy](#)], are hereby incorporated as part of these Terms of Use.

12. Disclaimer of Warranties and Limitation of Liability. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES, AND ANY INFORMATION, CONTENT, PRODUCTS, SERVICES AND MATERIALS CONTAINED IN, ACCESSED VIA, OR DESCRIBED ON THE SERVICES, IS AT YOUR OWN RISK, AND THAT ALL SUCH INFORMATION, CONTENT, PRODUCTS, SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, CAREMERGE MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE AVAILABILITY, OPERATION AND USE OF THE SERVICES OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES ON OR ACCESSED VIA THE SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, CAREMERGE DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THE SERVICES IS ACCURATE, COMPLETE OR CURRENT, AND IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THEREIN OR FOR ANY ADVERSE CONSEQUENCES RESULTING FROM YOUR RELIANCE ON ANY ASPECT OF THE SERVICES. PLEASE BE AWARE THAT INTERNET DATA TRANSMISSION

IS NOT ALWAYS SECURE AND WE CANNOT WARRANT THAT INFORMATION YOU TRANSMIT UTILIZING THE SERVICES IS SECURE. BECAUSE SECURITY IS IMPORTANT TO BOTH CAREMERGE AND YOU, WE WILL ALWAYS MAKE REASONABLE EFFORTS TO ENSURE THE SECURITY OF OUR SYSTEMS BUT CAREMERGE MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS.

IN NO EVENT SHALL CAREMERGE OR ITS AFFILIATES, OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF CAREMERGE OR ITS AFFILIATES (THE "CAREMERGE PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND ARISING OUT OF THE USE OF, ACCESS TO, RELIANCE ON, INABILITY TO USE OR IMPROPER USE OF THE SERVICES OR ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES AVAILABLE THEREON (INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL OR REVENUE, BUSINESS INTERRUPTION, OR LOSS OF DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR RESPONSIBILITY TO HAVE INTERNET CONNECTION TO ACCESS THE SERVICES VIA THE INTERNET AND THAT CAREMERGE WILL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS THE SERVICES DUE TO ANY POWER OR INTERNET DATA CONNECTION FAILURE.

CERTAIN STATE LAWS MAY NOT PERMIT LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, AND THUS SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

13. Indemnification. You agree to indemnify and hold the Caremerge Parties harmless from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees, disbursements and court costs) arising from or in connection with (i) use of the Services or any content, information, materials, products or services contained, displayed or available therein by you or any other person accessing the Services under any password, user ID or other access method assigned to you; (ii) your violation of these Terms of Use, Privacy Policy or the Additional Documents, (iii) any Content you provide to Caremerge; or (iv) your violation of any rights of any third party.

14. Caremerge Does Not Endorse Comments of Users. Caremerge does not endorse, support, sanction, encourage, verify, or necessarily agree with the comments, opinions, or statements of third parties displayed on or transmitted via the Services ("Third-Party Content"). Any Third-Party Content placed on the Services are the views and responsibility of those who post the statements, and do not necessarily represent the views of Caremerge.

15. Modification or Discontinuance of the Services by Caremerge. At any time and for any or no reason, Caremerge may modify or discontinue the Services; provided that Caremerge will not discontinue the Services without giving you at least fifteen (15) days prior written notice. Caremerge shall in no way be held liable for any consequence which results from Caremerge's decision to modify or discontinue providing the Services.

16. Denial of Access/Termination. You acknowledge and agree that Caremerge may suspend or terminate your access to and use of the Services at any time, with or without cause, at absolute discretion and without notice, including for any breach of the Terms of Use. The relevant version of the Terms of Use shall continue to apply to all prior use of the Services.

17. Arbitration. For any dispute you have with Caremerge, you agree to first contact Caremerge and attempt to resolve the dispute with Caremerge informally. Unless resolved by mutual efforts of the parties hereto, disputes or claims that may arise out of or in connection with this Agreement and for which either party shall seek equitable relief, all differences, disputes or claims arising in connection with this Agreement or any transaction or occurrence contemplated hereby shall be finally settled under the Commercial Rules of the American Arbitration Association in Chicago, Illinois, by one or more arbitrators appointed in accordance with such Rules (and the arbitrator shall be obligated to provide a reasoned opinion). It is understood that the decision in such arbitration shall be binding on both parties, that the prevailing party shall be entitled to recover its costs and reasonable attorney's fees and that a judgment upon any award rendered may be entered in any court having jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property or unauthorized access to the Service. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND CAREMERGE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

18. General

18.1 Assignment. You may not assign or otherwise transfer these Terms of Use or any rights or obligations hereunder. Caremerge's failure to act on any breach of any provision hereof shall not be construed as a waiver of the enforcement of any provision unless Caremerge agrees to such waiver in writing.

18.2 Entire Agreement/Severability/Conflict. These Terms of Use, together with the Privacy Policy, any amendments, the Order Form and any Additional Documents you may enter into with Caremerge in connection with the Services, shall constitute the entire agreement between you and Caremerge concerning the Services. If any portion of the Terms of Use, Privacy Policy or Additional Documents are deemed unlawful, void or unenforceable, that portion will be deemed severable and will not affect the validity or enforceability of the remaining provisions. These Terms of Use, Privacy Policy or Additional Documents set forth the entire understanding between you and Caremerge with respect to the subject matter hereof and supersede any prior or contemporaneous communications, representations, or agreements, whether oral or written, between you and Caremerge with respect to such subject matter. To the extent of any conflict between the Terms of Use and the Order Form, the Terms of Use shall prevail.

18.3 No Waiver. No waiver of any term in these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Caremerge's failure to assert any right or provision under these terms shall not constitute a waiver of such right or provision.

18.4 Section Headings. The section headings appearing in these Terms of Use have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they pertain.

18.5 Survival of Certain Provisions. All provision indicating an ongoing obligation, which include but are not limited to 13. Disclaimers and Limitation of Liability; 14. Indemnity; 18. Arbitration and 19. General Terms and any other provision that by its terms survives the termination of your use of or access to the Services, shall survive any termination or expiration of these Terms of Use, but shall not imply or create any continued right to use the Service after the termination of these Terms of Use.

18.6 Governing Law. The laws of the State of Illinois will govern these Terms of Use, without giving effect to any principles of conflicts of laws. You agree that any action (not governed by Section 17) arising out of the Terms of Use or your use of the Services shall be brought in state or federal court in Chicago, Illinois, and you consent to the jurisdiction of such courts.

18.7 Contact. If you have any questions relating to these Terms of Use, the Services or Caremerge, please contact: info@caremerge.com.

18.8 Notice and Procedure for Making Claims of Intellectual Property Infringement. Caremerge respects the intellectual property rights of others. If you believe that any content on this Services may infringe your copyrights or other intellectual property rights, please provide Caremerge the written information specified below. Please note that this procedure is exclusively for notifying Caremerge that your intellectual property rights have been infringed.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the intellectual property interest;
- A description of the intellectual property right that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Services;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the intellectual property owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the intellectual property owner or authorized to act on the intellectual property owner's behalf.

Caremerge's agent for notice of claims of copyright infringement or other intellectual property infringement on the Services can be reached as follows:

100 South Wacker Drive, Suite 1650
Chicago, IL 60606
Email: info@caremerge.com
Phone: [\(888\) 996 6993](tel:(888)9966993)