

TERMS OF USE

Effective Date: May 29, 2020

This website and Caremerge’s products, applications and services (“**Services**”) are owned by Caremerge, Inc., a Delaware Corporation, and its affiliates (collectively, “**Caremerge**”, “**we**”, “**us**” or “**our**”) and are provided subject to the terms set forth herein for the individuals using the Services (“**you**” or “**your**”). 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. 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 agree to additional documentation presented to you by Caremerge, including without limitation, a business associate agreement (“**BAA**”), an Order Form (as defined below) and/or the User Policy (collectively, the Terms of Use, the Privacy Policy, BAA and Order Form, the “**Agreement**”). The Privacy Policy, BAA (to the extent applicable) and Order Form (to the extent applicable) are incorporated herein by reference. If you are an end-user, rather than the purchaser, of the Services, then your terms of use are set forth at [User Policy](#) (“**User Policy**”). You, the end-user, must agree to the User Policy before you use the Services.

We reserve 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. We may do this for a variety of reasons, including to reflect changes in or requirements of the law, new features, or changes in business practices. The most recent version of these Terms of Use will be posted on the Service under Settings and also on www.caremerge.com, and you should regularly check for the most recent version. You will know the Terms of Use have been updated by the “Effective Date” set forth above. Your continued use of the Services following posting of any revised Terms of Use will constitute acceptance of the modified Terms of Use. If you do not agree to be legally bound by these Terms of Use, you are not permitted to use the Services. If the changes include material changes that affect your rights or obligations, we will notify you in advance of the changes by reasonable means, which could include notification through the Service or via email.

1. Authorized Use of the Services.

1.1. Scope of Use. Subject to the terms of the individual, written or electronic order form that may be used by you to purchase the Services (“**Order Form**”) and the terms of the Agreement, We grant you a non-exclusive, personal, non-transferable (except as set forth below), non-sublicensable (except to the extent listed on the Order Form), limited and revocable right to access, use the Services in accordance with the Agreement.

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, Googleplay, and other third-party distribution platforms (“**Applications**”), and specifically agree not to use any other third-party applications not approved by us 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 homepage located at www.Caremerge.com or through the Applications.

You agree to provide accurate information when you (i) access the Services, whether with or without a username and password, (ii) provide us 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.

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 our commercial disadvantage, without the prior written permission of us.

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 Protected Health Information, 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. We assume 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. We reserve 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 Services other than as authorized herein. Our decision not to pursue legal action for any violation of Agreement shall not be construed as a waiver of the Agreement or our legal rights. To the extent

you are a party to any such unauthorized use of the Services, we may avail ourselves of all remedies available to us at law, including, but not limited to, termination as set forth in Section 12.2 and/or 14.

2.6 Passwords/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 the Agreement. You agree to notify us immediately if you are aware of any unauthorized use of your account or any security breach concerning the Services.

3. Our Content. All our 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 our content on the Services; are our property or the property of our licensors and are protected by United States and international copyright and other intellectual property laws. We 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 we are the exclusive owner of the Services and that the Services are our Intellectual Property.

Caremerge, the Services, and other marks displayed on our Services are our proprietary service marks or trademarks or those of our licensors. Our trademarks may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among consumers, or to disparage or discredit us. All other trademarks not owned by us 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 us. 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 the Agreement 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 our or our licensors.

4. Your Content. All comments or feedback submitted to us by you through or in association with the Services (collectively, "**User Feedback**") shall be considered non-confidential and our property. By submitting such User Feedback to us, you agree that you assign to us, without charge, all worldwide rights, title and interest, including copyrights and other intellectual property rights, in and to the User Feedback. Caremerge shall be free to use such User Feedback in any manner or media whatsoever, on an unrestricted basis and without any compensation or royalties to you.

Notwithstanding anything to the contrary herein, we agree 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 us 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**").

Except as provided in the following paragraph or where otherwise expressly provided by us, all other information, which is not User Feedback or Protected Health Information, submitted to us through or in association with the Services (collectively, "**User Content**") shall be considered confidential (except as set forth below). By accessing the Services, you grant to us: (a) a worldwide, transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute User Content solely in performance of the Services; and (b) a worldwide, transferable, sub-licensable, royalty-free, right and license to create derivative works of the User Content. Our license to the User Content shall be non-exclusive, except that our license shall be exclusive with respect to derivative works of the User Content. Such derivative works shall be non-confidential. Our license to the User Content is subject to your rights under applicable law (for example laws regarding Protected Health Information set forth above) and is for the limited purpose of operating, developing, providing, and improving the Service and researching and developing new ones.

We may compile statistical and other information related to the performance, operation and use of the Services, including the Protected Health Information, in aggregated, anonymized, de-identified form for research and development services ("**Benchmarking**"). We retain all Intellectual Property and ownership in the Benchmarking, and as a result may exploit the Benchmarking commercially. We may make the Benchmarking publicly available; however, Benchmarking will not incorporate your Protected Health Information in a form that could serve to identify you or any individual and the Benchmarking does not constitute Protected Health Information under the Healthcare Laws.

Lastly, you represent and warrant that you own, have the right to access, or otherwise control all of the rights to the any User Feedback, User Content or Protected Health Information, as applicable (collectively, the "**Content**"), that you upload to, or access through, the Services; that the Content is accurate; and that use of the 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. We have the right, but not the obligation to monitor, to edit or remove Content. We take no responsibility and assumes no liability for any Content posted by you or any third party.

5. We Do Not Endorse Comments of Users. We do 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 us.

6. Third-Party Services and Products.

6.1 Third-Party Services. The Service may contain links to third-party websites, applications, advertisers, services, special offers or other events or activities (collectively “**Third-Party Services**”) that are not owned or controlled by us. We make no representation or warranty regarding the Third-Party Services. WE ARE NOT RESPONSIBLE FOR THE CONTENT OF ANY THIRD-PARTY SERVICES, NOR DOES IT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONTENT (OR THE ACCURACY OF SUCH CONTENT) ON ANY THIRD-PARTY SERVICES, AND CAREMERGE SHALL HAVE NO LIABILITY OF ANY NATURE WHATSOEVER IN RELATION TO ANY OF THE FOREGOING.

6.2 Third-Party Products. We may provide third-party products, devices, or other equipment to assist in the provision of the Services or Third-Party Services (“**Third Party Products**”) that are not owned or controlled by us. We make no representation or warranty regarding the Third-Party Products. WE ARE NOT RESPONSIBLE FOR THE CONTENT OF ANY THIRD-PARTY PRODUCTS, NOR DOES IT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY THIRD-PARTY PRODUCT AND CAREMERGE SHALL HAVE NO LIABILITY OF ANY NATURE WHATSOEVER IN RELATION TO ANY OF THE FOREGOING.

6.3 Amazon Products and Services. If you have purchased Amazon products and/or services as part of the Services, additional terms related to those products and services may be found here: [Amazon Addendum](#).

7. No Medical Advice Provided. The content on the Services is intended to be general information in regard to the subject matter covered. We do 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.

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) The Services are 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.

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. We may offer the Service through Applications. By using an Application to enable your use of the Service, you are explicitly confirming your acceptance to the Agreement and acknowledging the applicability of the Agreement 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 Privacy Policy, which can be found on the Caremerge website at [Privacy Policy](#) are hereby incorporated as part of these Terms of Use.

12. Term and Termination

12.1 Term. The term of these Terms of Use shall automatically commence on the subscription start date on the Order Form and will last for the duration set forth on the Order Form (“**Initial Term**”), unless otherwise terminated herein. Thirty (30) days prior to the end of the Initial Term (or any Renewal Term), you may choose to either terminate this Agreement by giving notice in writing to us, or by taking no action and agrees to extend the term of this Agreement for an additional year (each a "**Renewal Term**"), which shall automatically commence upon expiration of the Initial Term or the then-current Renewal Term, subject to payment for the Services as set forth herein. The Initial Term and all applicable Renewal Terms shall collectively be known as the “Term.”

12.2 Termination. If either you or we breach a material provision of the Agreement and fails to remedy such breach within sixty (60) days after notice in writing from the other party hereto to remedy the breach, the non-breaching party may immediately terminate the Agreement thereafter. You will only be responsible for payment of Services (to the extent applicable to you) up to the date of termination and in accordance with the Agreement.

12.3 Effect of Termination. Upon termination of the Agreement for any reason, you will cease all use of the Services, and will, upon request, within a reasonable amount of time, destroy or return to us all copies of our documentation and/or our confidential information in your possession. Except as otherwise provided in the Agreement, upon termination or expiration of the Agreement, for any reason, payments for the Services (to the extent applicable) provided through the effective date of termination shall become due and payable.

Upon request by you or your authorized representative, made within thirty (30) days after the effective date of termination or expiration of a Services subscription, we will make available to

you for download a file of your data in our standard format. We shall do so for a fee, which shall include factors, including but not limited to, the size of the data to be downloaded. After such thirty (30) day period, we shall have no obligation to maintain or provide any of your data and, unless legally prohibited, may delete all of your data in our possession or control.

13. Modification or Discontinuance of the Services by Us. At any time and for any or no reason, we may modify or discontinue the Services; provided that we will not discontinue the Services without giving you at least forty-five (45) days prior written notice. We shall in no way be held liable for any consequence which results from our decision to modify or discontinue providing the Services.

14. Denial of Access/Termination. You acknowledge and agree that we 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 Agreement. The relevant version of the Agreement shall continue to apply to all prior use of the Services.

15. Warranty/Disclaimer of Warranties and Limitation of Liability.

15.1 Warranty. We warrant that the Services will: (i) perform in all material respects as described in accordance with the “Caremerge Product Features” found at [Product Features](#) and (ii) be performed in a professional manner in accordance with the Caremerge Product Features found at Product Features. If the Services provided to you were not performed as warranted, you must promptly provide written notice that describes the deficiency in the Services. Your sole and exclusive remedy for breach of the warranty will be, at our election: (x) correction of the Services in accordance with the aforementioned warranty; or (y) termination of the Services.

15.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH HEREIN, 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.

15.3 Limitation of Liability. IN NO EVENT SHALL WE OR OUR 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.

16. 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, accessed improperly, 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 the Agreement, (iii) any Content you provide to us; (iv) your violation of any rights of any third party; or (v) your violation of applicable law.

17. Insurance. We will maintain, at no cost to you, insurance coverage (including cyber liability coverage) with limits commercially reasonable for the provision of Services.

18. Arbitration. For any dispute you have with us, you agree to first contact us and attempt to resolve the dispute with us informally. Unless resolved by mutual efforts of the parties hereto, disputes or claims that may arise out of or in connection with the Agreement and for which either party shall seek equitable relief, all differences, disputes or claims arising in connection with the 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 and that a judgement 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 WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

19. General

19.1 Assignment. You may not assign or otherwise transfer the Agreement or any rights or obligations hereunder without our consent. To the extent applicable to you, our consent may be conditioned, in our sole discretion, upon: (a) the assignee agreeing to the updated terms and conditions; (b) a credit check; (c) payment of all outstanding invoices at the time of assignment; (d) guarantee of all past obligations; and (e) any other items we deem necessary for the assignment. Our failure to act on any breach of any provision hereof shall not be construed as a waiver of the enforcement of any provision unless we agree to such waiver in writing.

19.2 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 us in connection with the Services, shall constitute the entire agreement between you and us concerning the Services. If any portion of these Terms of Use, the 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, the Privacy Policy, BAA or Order Form (to the extent applicable) set forth the entire understanding between you and us with respect to the subject matter hereof and supersede any prior or contemporaneous communications, representations, or agreements, whether oral or written, between you and us with respect to such subject matter. To the extent of any conflict between the Terms of Use and the Order Form, the BAA, or the Privacy Policy, then the Terms of Use shall prevail.

19.3 No Waiver. No waiver of any term in the Agreement shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these terms shall not constitute a waiver of such right or provision.

19.4 Section Headings. The section headings appearing in the Agreement 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.

19.5 Survival of Certain Provisions. All provisions indicating an ongoing obligation, which include but are not limited to Sections 15.2 Disclaimers of Warranty, 15.3 Limitation of Liability; 16. 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 the Agreement, but shall not imply or create any continued right to use the Service after the termination of the Agreement.

19.6 Legal Fees. We shall be entitled to recover its costs and reasonable attorney fees in any action pursuant to this Agreement.

19.7 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 18) arising out of the Agreement 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.

19.8 Contact. If you have any questions relating to the Agreement, the Services or us, please contact: info@caremerge.com.

19.9 Notice and Procedure for Making Claims of Intellectual Property Infringement.

We have adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act (the “DMCA”). If you believe any Content or our content infringes upon your intellectual property rights, please submit a notification alleging such infringement (“DMCA Takedown Notice”) including the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
3. Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Any DMCA Takedown Notices should be sent to info@caremerge.com, by phone to 1(888) 996 6993 or via mail to the following address: Copyright Compliance Department c/o Caremerge Legal, 823 Linden Ave., Oak Park, IL 60302.

We will terminate the accounts of repeat infringers.