

TERMS OF USE

Effective Date: November 21, 2023

This website and CAREMERGE's products, applications, and services ("Services") are owned by Caremerge, LLC, a Delaware limited liability company ("CAREMERGE" or "we"). These terms apply to anyone using the Services ("you"). When we say "you," it includes your directors, employees, agents, or any other third party you've granted access to the Services. By using any of the Services, you agree to these Terms of Use, CAREMERGE's Privacy Policy (defined below), and any additional documents relevant to your use of the Services, such as a business associate agreement ("BAA"), an Order Form (as defined below), and/or the User Policy (collectively, the "Agreement"). Each of these documents is incorporated by reference. If you are a resident of a community using our Services or a Representative (as defined in the User Policy), your terms of use are set forth in the User Policy. Whether you are an individual or an entity, you agree to read, understand, and comply with all applicable terms before using any of the Services.

We may make changes to the Services or these Terms of Use. If you have an active subscription, we'll notify you of updates via email or in-app notifications. This can happen for various reasons, including changes in the law, new features, or business practices. The most recent version of these Terms of Use will be on www.goCaremerge.com, and you should check it regularly. You'll know the Terms of Use have been updated by the "Effective Date" above. By continuing to use the Services after noticing revised Terms of Use, you agree to them.

1. Authorized Use of the Services

1.1. Scope of Use: Subject to your Order Form and the Agreement, we grant you a non-exclusive, personal, non-transferable (except as set forth below), non-sublicensable (except as listed on the Order Form), limited, and revocable right to access and use the Services as per the Agreement.

2. Restrictions on Use of the Services

2.1. Accessing the Services: You agree to access the Services through an CAREMERGE-approved application, including authorized third-party distribution platforms ("Application"). You won't use any other third-party applications not approved by us to access the Services. By using an Application, you confirm your acceptance of the Agreement and its applicability to your use of the Service through the Application. Additional terms provided during download or installation will also apply to your use of the Application and Service.

You agree not to take any action that unreasonably burdens the Services, including using any automated tools to access, monitor, copy, or use the Services. You will provide accurate information when accessing the Services and using them solely if you are thirteen (13) years of age or older. Access, use, or registration by anyone under 13 is unauthorized and violates these Terms of Use.

You will not access password-protected sections of the Services without an authorized password or by any means other than submitting your authorized password on the appropriate web page. You are responsible for safeguarding your username, password, and the confidential information within the Services against unauthorized access, misuse, disclosure, or any other prohibited use as per the Agreement. Notify us immediately of any unauthorized use or security breach concerning the Services.

2.2 Manipulating the Services: Except as expressly provided herein or elsewhere within the Services, you may not engage in the following activities with the Services:

- Reproduce, copy, duplicate, print, display, republish, sell, license, disseminate, or redeliver the Services or any portion thereof, or use "framing technology" with the Services.
- Distribute or commercially exploit the Services or any portion thereof, or any information or content on the Services, except as expressly provided within the Services.
- Modify, translate, adapt, or create derivative works or improvements of the Services, whether or not patentable.
- Combine the Services with or incorporate them into any other programs.
- Reverse engineer, disassemble, decompile, decode, or attempt to gain access to the source code of the Services.
- Lease, sell, sublicense, distribute, or make available the Services or any features or functionality to any third party.
- Use the Services for competitive analysis, developing competing products, or any purpose that is to our commercial disadvantage without our prior written permission.

You agree to:

- Install the latest version of the application or other means for accessing and using the Services.
- Comply with all applicable laws when using the Services, including HIPAA and the Telephone Consumer Protection Act ("TCPA"). This includes securing consent to contact each phone number you use to contact individuals and handling opt-out requests.
- Keep your registration information, billing information, passwords, and technical data accurate, complete, secure, and current during the term of the Agreement.

2.3 Unauthorized Content: You agree not to upload or transmit via the Services any information or content that violates the following conditions:

- Infringes or violates any copyright, patent, trademark, trade secret, or other proprietary right.
- Is defamatory, libelous, expresses hate, or is unlawfully threatening.
- Is pornographic, obscene, or exploitative of a minor.
- Contains viruses, worms, Trojan Horses, or other contaminating or destructive features.
- Violates any applicable treaty, law, or regulation.

2.4 Unauthorized Actions: You agree not to engage in the following actions:

- Interfere with others' use of or access to the Services.
- Attempt to gain unauthorized access to the Protected Health Information, account, or computer system of any other Services user.
- Take any other action that violates any treaty, law, or regulation in connection with your use of the Services.
- We assume no liability for any actions you take in connection with your use of the Services. We reserve the right to investigate and take legal action against any illegal or unauthorized use of the Services, including termination as set forth in Section 10.2 and/or 12.

2.5 Electronic Signature Responsibilities: You acknowledge and agree to the following:

- You have exclusive control and responsibility for the content of all customer data, including any documents created using our e-signature services.
- Some types of documents may be excluded from general electronic signature laws or have specific regulations applicable to them.

- You are solely responsible for ensuring that the documents, agreements, or contracts you use with the e-signature services are appropriate for electronic signatures.
- You are solely responsible for complying with consumer protection laws or regulations for electronic transactions involving consumers.

3. Our Content: All content within the Services, including photos, design, text, graphics, logos, and more, is our property or the property of our licensors and is protected by copyright and other intellectual property laws. We retain all rights in and to the Services, including intellectual property rights. CAREMERGE, Caremerge, VoiceFriend, and other marks displayed on our Services are our service marks or trademarks. You may not use, copy, modify, or display any of these trademarks without written permission. The Agreement does not grant you any license or right to any copyright, trademark, trade secret, or other proprietary right of ours or our licensors.

4. Your Content

4.1 User Feedback: We appreciate your comments and feedback on how we can improve our product. All feedback submitted by you through or in association with the Services ("User Feedback") is considered non-confidential and becomes our property. By submitting User Feedback, you assign to us, without charge, all worldwide rights, including copyrights and other intellectual property rights, in and to the User Feedback. We are free to use User Feedback on an unrestricted basis without any compensation to you.

4.2 Protected Health Information: We agree not to use or disclose any Protected Health Information submitted through or in association with the Services, except as permitted or required by applicable law, including HIPAA, the HITECH Act, and the HIPAA Regulations (collectively, the "Healthcare Laws").

4.3 User Content: Except for User Feedback or Protected Health Information, all other information submitted through or in association with the Services ("User Content") is considered confidential, except as set forth below. We are not responsible for User Content posted on the Service. You grant us a worldwide, transferable, sub-licensable, royalty-free license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify, and distribute User Content solely for the performance of the Services. Our license to User Content is non-exclusive, except with respect to derivative works of User Content. Such derivative works are non-confidential. Our license is subject to your rights under applicable law and is for the limited purpose of operating, developing, providing, and improving the Service.

4.4 Aggregate Data: We may compile statistical information related to the Services' performance, operation, and use, including Protected Health Information, in aggregated, anonymized, de-identified form for research and development services ("Benchmarking"). We retain all Intellectual Property in Benchmarking and may exploit it commercially. Benchmarking will not incorporate your Protected Health Information in a form that could identify you or any individual, and it does not constitute Protected Health Information under the Healthcare Laws.

4.5 Content Ownership: You represent and warrant that you own, have the right to access, or control all rights to the Content you upload to the Services, and that it is accurate and compliant with applicable law. We have the right to monitor, edit, or remove Content but assume 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-party users displayed on or transmitted via the Services ("Third Party Content"). Third-Party Content placed on the Services is solely the views and responsibility of those who post the statements.

6. Additional Services and Products

6.1 Third-Party Services and Products: The Service may contain links to third-party websites, applications, advertisers, services, special offers, or other events or activities ("Third-Party Services"), or third-party products, devices, or equipment to assist in providing the Services or Third-Party Services ("Third Party Products"), that are not owned or controlled by us ("Third Party Items"). We make no representation or warranty regarding Third Party Items and are not responsible for their content. We do not make representations or warranties, express or implied, regarding the content or accuracy of Third Party Items, and we have no liability in relation to any of the foregoing.

6.2 Amazon Products and Services: If you are using the Amazon products and/or services as part of the Services, additional terms related to those products and services may be found here: [Amazon Addendum](#). If you use the Amazon product or services as part of the Services, the Amazon Addendum is incorporated into these Terms of Use by reference and you agree to be bound by the [Amazon Addendum](#).

6.3 Spiro Products and Services: If you are using the Spiro products and/or services as part of the Services, additional terms related to those products and services may be found here: [Spiro Addendum link](#). If you use the Spiro product or services as part of the Services, the Spiro Addendum is incorporated into these Terms of Use by reference and you agree to be bound by the [Spiro Addendum](#).

6.4 ScreenCloud Products and Services: If you use the ScreenCloud product or services as part of the Services, the [ScreenCloud Terms and Conditions](#) are incorporated into these Terms of Use by reference and you agree to be bound by the [ScreenCloud Terms and Conditions](#).

6.5 Single Sign-On Authentication: By utilizing the Single Sign-On authentication feature ("SSO"), you acknowledge and consent that SSO facilitates authentication to our services via a third-party identity provider ("Third-Party Identity Provider"). We shall not be held accountable in the event of unauthorized access to Encrypted Data due to the integration with the Third-Party Service. You grant us permission to share specific information with the Third-Party Identity Provider and authorize the Third-Party Service to access and process information solely for enabling SSO. Your use of the Third-Party Service is subject exclusively to its terms, conditions, and privacy policy (including Microsoft's terms). We neither endorse nor assume liability for the Third-Party Service, its handling, storage, or processing of your data. Any damage or loss resulting from or linked to your activation of the Third-Party Service is not our responsibility. Additionally, any alterations or deletions of your data arising from integration with the Third-Party Service are beyond our liability.

7. No Medical Advice Provided: The content on the Services provides general information on the subject matter covered. We do not practice medicine, render medical advice, or dispense medical services via the Services. Nothing on the Services is intended as medical diagnosis or treatment instructions. It does not provide dietary or nutritional advice or professional medical advice, diagnosis,

or treatment. Do not disregard medical advice or delay seeking it based on content on the Services. Consult qualified healthcare providers regarding health or dietary concerns or conditions.

For medical care providers, you acknowledge that any medical care decisions made using patient-specific content on the Services are your responsibility. The Services assist in reviewing patient information entered by various care providers. This information should not be the sole basis for medical care decisions, and you should use your training and experience to gather all necessary information.

8. No Legal/Financial Advice Provided: The Services do not provide legal or financial advice of any kind. Do not disregard legal or financial advice based on content on the Services. Consult qualified legal representatives regarding legal or financial concerns.

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

10. Term and Termination

10.1 Term: These Terms of Use automatically commence on the subscription start date on the Order Form and last for the Initial Term or any Renewal Term, collectively known as the "Term." The Agreement will renew for a term equal in length to the Initial Term (each a "Renewal Term"), unless either You or We choose to terminate this Agreement by giving written notice at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term. Payment for Services is as set forth herein.

10.2 Termination: Either party may terminate the Agreement if a material provision is breached and not remedied within sixty (60) days after written notice from the other party. Payment is due up to the date of termination.

10.3 Effect of Termination. Upon termination, you must cease all use of the Services, return or destroy our documentation and confidential information in your possession, and pay for Services provided until the effective date of termination.

10.4 Termination Assistance. 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.

10.4 Free Services. Access to Free Services is provided for as long as we permit it. We may suspend, limit, or terminate Free Services at any time.

11. 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.

12. Denial of Access/Termination. We may suspend or terminate your access to the Services at any time, with or without cause, for any breach of the Agreement, without notice.

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

13.1 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; provided however, this warranty will not apply to you if you only use the Free Services. 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.

13.2 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.

13.3 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; PROVIDED HOWEVER, THAT IF YOU ONLY USE THE FREE SERVICES, AND IN THIS CASE, IF WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY ARISING FROM YOUR USE OF THE FREE SERVICES, THEN OUR AGGREGATE LIABILITY WILL BE LIMITED TO ONE HUNDRED U.S. DOLLARS.

14. 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 (including, without limitation, your staff or other individuals with whom you have provided access) accessing the Services under any 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, including without limitation, HIPPA or TCPA. For the avoidance of doubt, the agreement by an end-user to the User Policy does not, in any way, limit your obligations under this Section 14.

15. Insurance. We maintain insurance coverage (including cyber liability coverage) with limits commercially reasonable for the provision of Service.

16. Fees and Payment

16.1 Payment. You will pay us the Service fees and other items ("Fees") in accordance with the applicable Order Form(s). Fees for the Services shall be as set forth in an Order Form and do not include taxes or any third-party provider fees, unless set forth in the Order Form. Any discounts described in the Order Form are for the initial term of the Order only unless otherwise stated in the Order Form. Fees are stated and must be paid in United States Dollars. You must pay any base, minimum, or fixed Fees associated stated in your Order Form even if you do not use the Services.

16.2 Method of Payment. Unless you have made other arrangements with us, you must authorize and maintain a current valid means for us to collect the Fees via payment card, or ACH at all times during the Term. We may charge the fees on or after the following times: (i) for fixed monthly recurring fees, the first day of each billing cycle, (ii) if applicable, for usage fees, and other variable fees, the last day of each billing cycle, or more often if the usage fees are unusually high for the Customer's account type, (iii) for one-time fees (such as set up fees), the day you submit an Order that includes the Fee, and (iv) for hourly fees, at the time stated in the Order, or if no time is stated, on completion of the hourly services described in the Order.

16.3 Scope of Usage. If applicable, Usage-based Fees are established by counting the units associated with the ordered Services in the Order. If, during the term of an Order, your usage exceeds the quantity of units in the Order, the Fees will increase based on the applicable price per Unit. Unless otherwise agreed between the parties, the additional Fees will commence on the date you first

exceeded its quantity of units set forth in the Order and be prorated for the remainder of the applicable term.

16.4 Taxes. All Fees are exclusive of taxes, and Customer shall pay or reimburse us for all taxes arising out of the Services. If you are required to withhold or deduct any taxes from the payment of any Fees, you will increase the amount payable to us by the amount of such taxes, so that we receive the full amount of all Fees. If you have the legal obligation to pay or collect taxes for which you are responsible, the appropriate amount shall be invoiced to and paid by you, unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. Our failure to initially invoice you for any applicable taxes does not relieve you from responsibility for such taxes under this Agreement.

16.5 Late Payments. We may suspend or terminate your Service or the Agreement if your payment is overdue, including, without limitation, if our charge to your payment card or account is rejected. We may charge interest on overdue amounts at the lesser of 1.0% per month or the highest non-usurious amount permitted by applicable law. We shall be entitled to recover its costs and reasonable attorney fees in any action of collection pursuant to this Agreement. We may, at our discretion, also require you maintain a valid method of automatic payment for the duration of our relationship.

16.6 General. Fees are non-refundable. If the Order is terminated prior to the end of the Term then, unless the termination was by us for convenience, or by you for our breach, then you must pay the balance of any Fees.

16.7 Reductions in Services for Ownership or Management Changes. During the term of this agreement, if there's a change in management or ownership of any subsidiary or property specified in the Order Form, you may request to terminate services for the affected subsidiary or property. To do this, you must provide us with written notice at least 30 days prior to your desired service termination date. We reserve the right to request evidence of the management or ownership change. Your request for service reduction may be denied if the provided proof does not satisfactorily demonstrate the change and its legal implications. If we accept your request, you are obligated to pay the Fees until either (i) the termination date you specified, or (ii) 30 days after we acknowledge receiving your termination notice, whichever is later. If you request a service reduction and less than half of the current Term has passed, you will incur a penalty if this reduction leads to lower total monthly subscription fees. The penalty will be equal to three months of subscription Fees based on the reduced service level. However, no penalty will apply if you facilitate an introduction between us and the new manager or owner, and they agree to continue the Services.

17. General

17.1 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. Notwithstanding the above, in the event that another company acquires you or a subsidiary owned or managed by you which is subject to this Agreement, or takes over the management thereof, whether through sale, contract,

merger, acquisition, change of control, or any other means, the acquiring company shall automatically assume the rights and obligations of this Agreement. The acquiring company shall be fully bound by all of its terms and conditions without the need for further consent or approval. The acquiring company shall be obligated to adhere to the terms of this Agreement from the date of acquisition or takeover.

17.1 Successors: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. No change of ownership or management of the property, or change in the structure or management of Caremerge shall affect the rights and obligations under this Agreement.

17.2 Entire Agreement/Severability/Conflict: The Agreement, including the Terms of Use and Privacy Policy, entered into with us in connection with the use of Services, constitutes the entire agreement between you and us concerning the Services. If any portion of the Agreement, including these Terms of Use, the Privacy Policy, or any other part, is deemed unlawful, void, or unenforceable, that portion will be considered severable and will not affect the validity or enforceability of the remaining provisions. In the event of a conflict between the Terms of Use and the Order Form, the BAA, or the Privacy Policy, the Terms of Use shall prevail.

17.3 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.

17.4 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.

17.5 Survival of Certain Provisions. All provisions indicating an ongoing obligation, which include but are not limited to Sections 6 Additional Terms, 13.2 Disclaimers of Warranty, 13.3 Limitation of Liability; 14. Indemnity; 15. Fees and Payment; and 17. 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.

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

17.7 Dispute Resolution. For any dispute you have with us, including those related to the Agreement, 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, 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 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. 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, 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.

17.8 CONTACT. If you have any questions relating to the Agreement, the Services or us, please contact: info@Caremerge.com.

17.9 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@goCaremerge.com, by phone to 1(888) 996 6993 or via mail to the following address: Copyright Compliance Department c/o CAREMERGE Legal, 177 Huntington Ave Ste 1703 PMB 20577, Boston, Massachusetts 02115-3153

We will terminate the accounts of repeat infringers.

[THESE ARE THE END OF THE TERMS OF USE]