

TERMS AND CONDITIONS OF UNIFORM LEGAL NOTICE  
OF ADOPTING COMPANY AS SET FORTH HEREIN

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PREAMBLE

IMPORTANT: BY COMPLETING THE AGREEMENT PROCESS AS DEFINED HEREIN (“AGREE,” “CONSENT,” “ASSENT,” “SIGN,” “EXECUTE”), WHICH PROCESS MAY INCLUDE WITHOUT LIMIT THE AFFIRMATIVE ACT OF UTILIZING A RESOURCE OF OUR COMPANY, AS WELL AS CHECKING A CHECKBOX OR PRESSING A BUTTON ASSOCIATED WITH TEXT, “I AGREE,” “OPT IN,” OR OTHER SUBSTANTIALLY SIMILAR TEXT, YOU ARE ACKNOWLEDGING THAT YOU HAVE VIEWED, READ, UNDERSTAND, AGREE TO, AND ARE SIGNING OR EXECUTING THE TERMS OF THE UNIFORM LEGAL NOTICE SET FORTH HEREIN, INCLUDING WITHOUT LIMIT SIGNIFICANT TERMS, BOTH INDIVIDUALLY AND ON BEHALF OF ANY INDIVIDUAL(S) OR ORGANIZATION(S) FOR WHOSE BENEFIT, OR ON WHOSE BEHALF, YOU ARE NOW UTILIZING, OR IN THE FUTURE BEGIN TO UTILIZE, THE RESOURCES OF ADOPTING COMPANY (HEREIN, “WE,” “US,” “OFFICE,” AND “COVERED ENTITY”); THAT YOU HAVE VIEWED SUCH TERMS ON YOUR DEVICE IN SCROLL-SCREEN FORMAT IN CONJUNCTION WITH THE AGREEMENT PROCESS AND ALSO AS POSTED AND AVAILABLE BY MEANS OF VISIBLE HYPERLINKS IN THE DESIGNATED LOCATION(S) OF OUR PRIMARY WEBSITE(S) AND SOFTWARE APPLICATION(S) AS DEFINED HEREIN; THAT ALL NECESSARY IDENTIFYING INFORMATION HAS BEEN PROVIDED TO YOU INCLUDING WITHOUT LIMIT (1) OUR COMPANY NAME, (2) COMPLETE CONTACT INFORMATION, (3) DOMAIN(S) OF OUR PRIMARY WEBSITE(S), AND (4) IF APPLICABLE, THE NAME OF ANY SOFTWARE APPLICATION(S) THROUGH WHICH YOU MIGHT HAVE AGREED TO THESE TERMS; AND THAT ALL SUCH TERMS ARE, AND HAVE BEEN, REASONABLY AND CONSPICUOUSLY DISPLAYED AND BROUGHT TO YOUR ATTENTION ON YOUR DEVICE IN SUCH FASHIONS. IN THE EVENT YOU ARE UNABLE TO LOCATE THE MOST CURRENT OR EFFECTIVE VERSION OF THIS LEGAL NOTICE ON OR THROUGH OUR WEBSITE(S), YOU AGREE TO IMMEDIATELY NOTIFY AND CONTACT US IN THE FASHION SET FORTH IN THE SECTION OF THESE TERMS RELATING TO CONTACTING ADOPTING COMPANY. WE ENCOURAGE YOU (AND HAVE TRIED TO MAKE IT EASY FOR YOU) TO PROMPTLY PRINT OR DOWNLOAD THIS DOCUMENT FOR YOUR OWN RECORDS. IN THE EVENT THAT ANY OF THE IDENTIFYING INFORMATION SET FORTH ABOVE DOES NOT APPEAR ON YOUR DUPLICATED VERSION, YOU AGREE TO ACCEPT THE RESPONSIBILITY FOR PROMPTLY DOCUMENTING SUCH IDENTIFYING INFORMATION IN CONJUNCTION WITH YOUR DUPLICATED VERSION.

YOU UNDERSTAND AND AGREE THAT THE TERMS CONTAIN [SIGNIFICANT CLAUSES](#), INCLUDING WITHOUT LIMIT PROVISIONS RELATING TO APPLICABILITY TO YOUR ORGANIZATION(S) AND OTHER THIRD-PARTIES; YOUR DUTY TO PROMPTLY COMMUNICATE (AND OUR RIGHT TO CURE) ANY ALLEGED DEFICIENCIES; MANDATORY NON-BINDING MEDIATION AND BINDING ARBITRATION IN EVENT OF A DISPUTE BY YOU; WAIVER OF CLASS ACTION RIGHTS AGAINST US; TERMS RELATING TO POSTING OR CAUSING ANOTHER TO POST A MATERIALLY-MISLEADING, LIBELOUS, OR EXTORTATIVE ONLINE REVIEW; POSSIBLE NON-FILING OF CLAIMS TO HEALTH INSURANCE PAYERS IN ACCIDENT CASES PER LAW; GENERAL PRIVACY POLICIES; HIPAA PRIVACY POLICIES; REFERRALS TO VENDORS BY US; ELECTRONIC COMMUNICATIONS CONSENT RELATING TO TEXT MESSAGES, AUTO-DIALED CALLS, AND OTHER FORMS OF ELECTRONIC COMMUNICATION; DISCLAIMER OF LEGAL ADVICE; DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; INDEMNIFICATION; WAIVER OF STATUTES OF LIMITATIONS; LIMITATION OF JURISDICTION AND VENUE; OTHER MEANS OF ASSENTING TO TERMS; YOUR RESPONSIBILITY FOR FUTURE AMENDMENTS TO THESE TERMS; INTELLECTUAL PROPERTY; AND OTHER SIGNIFICANT TERMS.

BY FULLY AGREEING TO OUR ELECTRONIC COMMUNICATIONS CONSENT, YOU ARE AUTHORIZING ADOPTING COMPANY TO (A) TO DELIVER OR CAUSE TO BE DELIVERED TO YOU IMPORTANT HEALTHCARE-RELATED COMMUNICATIONS THROUGH ELECTRONIC MEANS (INCLUDING WITHOUT LIMIT (1) TEXT MESSAGES TO YOUR MOBILE DEVICE(S) AND (2) TELEMARKETING CALLS USING AN AUTOMATIC TELEPHONE DIALING SYSTEM OR AN ARTIFICIAL OR PRERECORDED VOICE); AND (B) TO DELIVER OR CAUSE TO BE DELIVERED TO YOU COMMUNICATIONS WHICH ARE DEEMED TO BE NON-HEALTHCARE-RELATED BY SUCH MEANS. YOU ARE NOT REQUIRED TO FULLY CONSENT THIS AGREEMENT AS A CONDITION OF PURCHASING OR UTILIZING ANY RESOURCES OF ADOPTING COMPANY, BUT ARE HEREBY PERMITTED TO “OPT OUT” OF RECEIVING DESIGNATED ELECTRONIC COMMUNICATIONS AS DEFINED HEREIN AT THE TIME OF YOUR PURCHASE AND THEREAFTER.

YOU AGREE THAT THERE OTHER ALTERNATIVE RESOURCES ARE REASONABLY-AVAILABLE TO YOU BESIDES JUST THE RESOURCE WHICH YOU MAY BE SEEKING FROM US AND (1) THAT YOU ARE NOT, AND HAVE NOT BEEN, IN ANY WAY REQUIRED OR OBLIGATED TO PURCHASE OR UTILIZE SUCH RESOURCE, AND (2) SUCH PURCHASE AND UTILIZATION BY YOU HAS AT ALL TIMES BEEN VOLUNTARY.

YOU AGREE THAT THESE TERMS AND OUR RESOURCES DO NOT CONSTITUTE LEGAL ADVICE AND DO NOT ESTABLISH AN ATTORNEY-CLIENT RELATIONSHIP AND THAT IF YOU HAVE QUESTIONS OF A LEGAL NATURE, YOU WILL SPEAK WITH AN ATTORNEY AT LAW BEFORE AGREEING TO THESE TERMS AND THEREAFTER.

YOU AGREE THAT YOU’VE BEEN GIVEN EVERY OPPORTUNITY TO ASK QUESTIONS RELATING TO THE TERMS, AND YOU HAVE NO MORE QUESTIONS AT THIS TIME.

WE UNDERSTAND THAT QUESTIONS MAY ARISE FOR YOU AFTER COMPLETING THE AGREEMENT PROCESS FOR AGREEING TO THESE TERMS. YOU AGREE THAT WITHIN TWENTY-FOUR (24) HOURS OF COMPLETING THE AGREEMENT PROCESS AS DEFINED HEREIN (1) YOU WILL REVIEW THESE TERMS AGAIN AS POSTED AND AVAILABLE BY MEANS OF HYPERLINKS IN THE DESIGNATED LOCATION(S) OF ADOPTING COMPANY'S PRIMARY WEBSITE(S) AND SOFTWARE APPLICATION(S) AS DEFINED HEREIN AS WELL AS REVIEW ANY CONFIRMATION EMAIL YOU RECEIVE FROM US AND COMPREHENSIVELY DOUBLE-CHECK THE TERMS WHICH ARE ONLINE, (2) YOU WILL IMMEDIATELY COMMUNICATE ANY QUESTIONS, CONCERNS, OR DISPUTES YOU MAY HAVE ARISING HEREUNDER AS SET FORTH IN THE SECTION RELATING TO [CONTACTING ADOPTING COMPANY](#), AND (3) IF A PARTICULAR TERM IS DISAGREEABLE TO YOU, WITHOUT LIMITING OUR RIGHTS HEREUNDER, YOU WILL IMMEDIATELY CEASE AND DESIST UTILIZING THE APPLICABLE RESOURCES, INCLUDING WITHOUT LIMIT UNINSTALLING ANY APPLICABLE SOFTWARE APPLICATIONS.

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**UNIFORM LEGAL NOTICE:  
SIGNIFICANT TERMS AND CONDITIONS ASSOCIATED WITH  
THE RESOURCES OF ADOPTING COMPANY**

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PRELIMINARY TERMS (“SIGNIFICANT CLAUSES”)

THIS VERSION OF THE UNIFORM LEGAL NOTICE (HEREIN, INTERCHANGEABLY, “UNIFORM LEGAL NOTICE,” “ULN,” “LEGAL NOTICE,” “AGREEMENT,” “TERMS AND CONDITIONS” AND “TERMS”), AS DENOTED BY THE DOCUMENT ID ESTABLISHED OR APPROVED BY ADOPTING COMPANY AS DEFINED HEREIN, IS AVAILABLE IN ONE OR MORE INDUSTRY-STANDARD FORMATS BY MEANS OF HYPERLINKS IN THE DESIGNATED LOCATION(S) OF ADOPTING COMPANY’S RESOURCES INCLUDING WITHOUT LIMIT PRIMARY WEBSITE(S) AND SOFTWARE APPLICATION(S) AS DEFINED HEREIN.

THIS AGREEMENT CONTAINS BASIC TERMS ASSOCIATED WITH THE RESOURCES OF “ADOPTING COMPANY,” HEREIN DEFINED AS INCLUDING (1) ANY LEGAL ENTITY OR PERSON (HEREIN, “LEGAL ENTITY”) WHO, WITH APPLICABLE WRITTEN CONSENT OR AUTHORIZATION, (A) EXPRESSLY ADOPTS OR INCORPORATES THIS AGREEMENT BY REFERENCE INTO ANY WRITTEN OR MULTIMEDIA CONTEXT, PUBLISHED OR UNPUBLISHED, INCLUDING WITHOUT LIMIT CONTRACTS, WEB PAGES, SOFTWARE APPLICATIONS, PRESENTATIONS, BROCHURES, FORMS, EMAILS, TEXT MESSAGES, AND ANY OTHER WRITTEN OR MULTIMEDIA CONTEXT AND (B) WHERE THE WRITTEN OR MULTIMEDIA CONTEXT DIRECTLY OR INDIRECTLY MANIFESTS THE IDENTITY OF THE LEGAL ENTITY THROUGH ANY REASONABLE MEANS INCLUDING WITHOUT LIMIT BY INCLUDING THE APPLICABLE URL(S) OF THE LEGAL ENTITY’S PRIMARY WEBSITE(S), (2) ANY PARENT COMPANY OF ADOPTING COMPANY, SUBSIDIARY OF ADOPTING COMPANY, OR OTHER SUBSIDIARY OWNED BY THE PARENT COMPANY OF ADOPTING COMPANY, (3) ANY INDEPENDENT LICENSEE OF SUCH LEGAL ENTITY WHICH IS CONSPICUOUSLY ADVERTISED, OR OTHERWISE REPRESENTED, AS SUCH BY THE LICENSING LEGAL ENTITY, (4) ANY PREFERRED VENDOR OF SUCH LEGAL ENTITY AS DEFINED HEREIN, AND (5) THE INDEPENDENT CONTRACTORS AND AGENTS OF THE LICENSING LEGAL ENTITY WHICH ARE OR WERE INVOLVED DIRECTLY OR INDIRECTLY IN THE DEVELOPMENT OR OPERATION OF APPLICABLE RESOURCES. IN THE EVENT THIS AGREEMENT EMPLOYS THE PHRASE, “ADOPTING COMPANY AND LICENSED LOCATIONS OF ADOPTING COMPANY,” “ADOPTING COMPANY AND ITS AFFILIATES,” OR OTHER SIMILAR PHRASE, UNDER NO CIRCUMSTANCES SHALL SUCH USAGE BE INTERPRETED AS LIMITING THE MEANING OF THE PHRASE, “ADOPTING COMPANY” HEREUNDER. THE PHRASES, “COVERED ENTITIES,” “WE,” “US,” “OFFICE,” AND OTHER SIMILAR PHRASES, WHETHER USED IN THE SINGULAR OR PLURAL, SHALL REFER AS APPLICABLE TO ADOPTING COMPANY.

YOU ARE RESPONSIBLE FOR READING THESE TERMS CAREFULLY AS A CONDITION OF PURCHASING OR UTILIZING ANY RESOURCE OF ADOPTING COMPANY OR ANCILLARY ENTITY, INCLUDING WITHOUT LIMIT THE WEBSITE(S) AND SOFTWARE APPLICATIONS OF ADOPTING COMPANY. TERMS INCLUDE WITHOUT LIMIT PROVISIONS OF THE SECTIONS SET FORTH IN THE SECTION BELOW RELATING TO THE TABLE OF CONTENTS.

WITHOUT LIMITING THE TERMS OF THIS AGREEMENT IN ANY FASHION, YOU HEREBY UNDERSTAND AND AGREE TO THE FOLLOWING:

**HIPAA CONSENT TERMS.** YOU UNDERSTAND THAT SOME OF YOUR PERSONAL INFORMATION, INCLUDING WITHOUT LIMIT PERSONAL HEALTH INFORMATION (HEREIN, “PERSONAL HEALTH INFORMATION”), MAY BE USED AND/OR DISCLOSED BY THE OFFICE TO CARRY OUT VARIOUS SERVICES INCLUDING WITHOUT LIMIT TREATMENT, PAYMENT, AND OTHER HEALTHCARE OPERATIONS, AND THAT FOR A MORE COMPLETE DESCRIPTION OF SERVICES, USES, AND DISCLOSURES, INCLUDING WITHOUT LIMIT THE METHOD AND NATURE OF COMMUNICATIONS WITH YOU AND OTHER THIRD-PARTIES, YOU SHOULD REFER TO THE COLLATERAL DOCUMENTS ENUMERATED HEREIN INCLUDING WITHOUT LIMIT [HIPAA PRIVACY POLICY](#), [GENERAL PRIVACY POLICY](#), AND [ELECTRONIC COMMUNICATIONS CONSENT](#). YOU UNDERSTAND THAT YOU MAY REVIEW SUCH COLLATERAL DOCUMENTS AT ANY TIME. CONSISTENT WITH HIPAA RULES, YOU HEREBY ACKNOWLEDGE ACTUAL RECEIPT OF ALL SUCH COLLATERAL DOCUMENTS, INCLUDING WITHOUT LIMIT THE HIPAA PRIVACY POLICY.

**ELECTRONIC COMMUNICATIONS CONSENT RELATING TO TEXT MESSAGES, AUTO-DIALED CALLS, AND OTHER FORMS OF ELECTRONIC COMMUNICATION.** BY FULLY AGREEING TO OUR ELECTRONIC COMMUNICATIONS CONSENT, YOU ARE AUTHORIZING ADOPTING COMPANY TO (A) TO DELIVER OR CAUSE TO BE DELIVERED TO YOU IMPORTANT HEALTHCARE-RELATED COMMUNICATIONS THROUGH ELECTRONIC MEANS (INCLUDING WITHOUT LIMIT (1) TEXT MESSAGES TO YOUR MOBILE DEVICE(S) AND (2) TELEMARKETING CALLS USING AN AUTOMATIC TELEPHONE DIALING SYSTEM OR AN ARTIFICIAL OR PRERECORDED VOICE); AND (B) TO DELIVER OR CAUSE TO BE DELIVERED TO YOU COMMUNICATIONS WHICH ARE DEEMED TO BE NON-HEALTHCARE-RELATED BY SUCH MEANS. YOU ARE NOT REQUIRED TO FULLY CONSENT TO THIS AGREEMENT AS A CONDITION OF PURCHASING OR UTILIZING ANY RESOURCES OF ADOPTING COMPANY, BUT ARE HEREBY PERMITTED TO “OPT OUT” OF RECEIVING DESIGNATED ELECTRONIC COMMUNICATIONS AS DEFINED HEREIN AT THE TIME OF YOUR PURCHASE AND THEREAFTER.

**DISCLAIMER AS TO, E.G., HEALTH INSURANCE AND MEDICARE.** WHILE SOME OF OUR PARTICIPATING HEALTHCARE PROVIDERS (HEREIN, “PROVIDERS”) MAY HAVE CONTRACTED WITH YOUR PAYER, INCLUDING WITHOUT LIMIT YOUR HEALTH INSURANCE, HEALTH BENEFIT PLAN, OR MEDICARE (HEREIN, “YOUR PAYER”), YOU UNDERSTAND THAT OTHER PROVIDERS MAY NOT HAVE ELECTED TO CONTRACT WITH YOUR PAYER. ADDITIONALLY, THE FACT THAT A GIVEN PROVIDER MAY HAVE CONTRACTED WITH YOUR PAYER, DOES NOT NECESSARILY MEAN THAT SUCH PROVIDER HAS AGREED TO (1) REDUCE HIS OR HER FEES BASED ON A PRE-ARRANGED FEE SCHEDULE WITH YOUR PAYER, OR (2) SUBMIT CLAIMS TO YOUR PAYER WITHOUT FIRST EXHAUSTING AVAILABLE ACCIDENT INSURANCE REMEDIES (IF AT ALL) AS MAY BE DICTATED BY LAW, THE TERMS OF YOUR PAYER’S UNDERLYING PLAN, OR OTHER APPLICABLE CONTRACT.

**DISCLAIMER AS TO LEGAL ADVICE.** THE RESOURCES OF ADOPTING COMPANY DO NOT REPRESENT LEGAL ADVICE, CANNOT BE RELIED UPON AS LEGAL ADVICE, AND DO NOT ESTABLISH AN ATTORNEY-CLIENT RELATIONSHIP. SUCH RESOURCES ARE PROVIDED FOR EDUCATIONAL, AWARENESS, AND DISCUSSION PURPOSES ONLY AND AS SUCH, ARE PROVIDED STRICTLY AS SAMPLES OR ILLUSTRATIONS. WHILE ADOPTING

COMPANY MAY BE ABLE TO ASSIST YOU IN FINDING AN ATTORNEY, UNLESS EXPRESSLY AND CONSPICUOUSLY INDICATED TO THE CONTRARY, ADOPTING COMPANY IS NOT A LAW FIRM AND DOES NOT OFFER LEGAL REPRESENTATION TO ANY THIRD-PARTY. IF YOU HAVE QUESTIONS OR ISSUES OF A LEGAL NATURE, YOU SHOULD CONTACT AN ATTORNEY AT LAW.

**DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT PURCHASE OR UTILIZATION OF ANY RESOURCE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS ENTIRELY WITH YOU. RESOURCES ARE PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. ADOPTING COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO RESOURCES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF TITLE, OF ACCURACY, OF COMPLETENESS, OF LEGALITY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. ADOPTING COMPANY MAKES NO WARRANTIES REGARDING THE SECURITY OF RESOURCES, OR REGARDING THE TIMELINESS AND PERFORMANCE OF ADOPTING COMPANY. ADOPTING COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF RESOURCES, THAT THE FUNCTIONS CONTAINED IN RESOURCES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF RESOURCES WILL BE UNINTERRUPTED, UNSUSPENDED, NOT TERMINATED, OR ERROR-FREE OR VIRUS-FREE, OR THAT DEFECTS IN THE RESOURCES WILL BE CORRECTED. ADOPTING COMPANY DISCLAIMS ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY RESOURCE. NO ORAL OR WRITTEN RESOURCE SUPPLIED BY ADOPTING COMPANY SHALL CREATE A WARRANTY. SHOULD A RESOURCE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

**LIMITATION OF LIABILITY.** IN NO EVENT SHALL ADOPTING COMPANY BE LIABLE HEREUNDER FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, OR OTHERWISE CULPABLE HEREUNDER, HOWEVER SUCH DAMAGES MAY BE CAUSED, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUE, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOOD OR SERVICES, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, WHICH ARISE OUT OF, OR ARE RELATED TO, (1) YOUR PURCHASE OR UTILIZATION OF RESOURCES, (2) THE EXERCISE BY ADOPTING COMPANY OF ANY OF ITS RIGHTS UNDER THIS AGREEMENT, AND (3) ANY ALLEGED OR ACTUAL BREACH OF ANY GROUP OF ANY RELEVANT GROUP AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF ADOPTING COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**FORCE MAJEURE.** WITHOUT LIMITING THIS AGREEMENT IN ANY WAY, UNDER NO CIRCUMSTANCES SHALL ADOPTING COMPANY BE HELD LIABLE FOR ANY DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT OR SOFTWARE FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING.

**INDEMNIFICATION AND REIMBURSEMENT OF LOSSES OR COSTS.** YOU AGREE TO INDEMNIFY AND REIMBURSE ADOPTING COMPANY AS DEFINED HEREIN, AS WELL AS ITS RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES (HEREIN, "PARTY TO BE INDEMNIFIED"), FOR ANY COSTS INCURRED BY THE PARTY TO BE INDEMNIFIED RELATING TO, ARISING OUT OF, OR RESULTING FROM, ANY ACTIONS, COMPLAINTS, CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES, FEES, CHARGES, DEMANDS, LIABILITIES, AND SETTLEMENTS, (INCLUDING REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS AND COSTS OF INVESTIGATION, LITIGATION, SETTLEMENT, JUDGMENT, VERDICT, INTEREST, AND PENALTIES) (HEREIN, "LOSSES," "COSTS" OR "DAMAGES") RELATING TO, ARISING OUT OF, OR RESULTING FROM, YOUR PURCHASE OR UTILIZATION OF RESOURCES IN A MANNER WHICH BREACHES OR IS REASONABLY ALLEGED TO BREACH THE TERMS OF YOUR AGREEMENT. WITHOUT LIMITING THE TERMS HEREOF, IN THE EVENT THAT ADOPTING COMPANY MUST TAKE ANY ACTION TO COLLECT ANY UNPAID BALANCE OF ANY FEES OWED BY YOU TO ADOPTING COMPANY RELATING TO YOUR PURCHASE OR UTILIZATION OF ANY RESOURCE, YOU SHALL BECOME IMMEDIATELY RESPONSIBLE FOR ALL COSTS INCURRED BY ADOPTING COMPANY. FURTHERMORE, IN ANY LEGAL ACTION BY US (INCLUDING WITHOUT LIMIT, CIVIL, CRIMINAL OR ADMINISTRATIVE PROCEEDING) RELATED TO, OR BASED UPON, THE TERMS OF YOUR AGREEMENT, OR CAUSED PARTIALLY OR WHOLLY BY YOUR BREACH OF YOUR DUTIES, OR RELATED TO THE UTILIZATION OF OUR RESOURCES, YOU SHALL BECOME IMMEDIATELY RESPONSIBLE FOR ALL COSTS INCURRED BY ADOPTING COMPANY AS A RESULT OF SUCH ACTION.

**TERMS RELATING TO MANDATORY ALTERNATIVE DISPUTE RESOLUTION; WAIVER OF ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST ADOPTING COMPANY ET AL.** IN THE EVENT YOU HAVE CONCERNS, DISPUTES OR GRIEVANCES (HEREIN, "CONCERNS") RELATING TO ADOPTING COMPANY, OR TO A RESOURCE OF ADOPTING COMPANY, PRIOR TO YOU MAKING ANY ATTEMPT TO FILE ANY TYPE OF LEGAL ACTION AS DEFINED HEREIN OR TAKING OTHER RELATED FORMS ACTION AGAINST SUCH PARTIES, YOU HEREBY AGREE TO THE FOLLOWING:

- **COMMITMENT TO PROVIDING A CLEAR, COMPREHENSIVE, WRITTEN EXPLANATION AND OPPORTUNITY TO CURE.** YOU HEREBY AGREE THAT UNDER NO CIRCUMSTANCES WILL YOU SEEK TO FILE LEGAL ACTION AS DEFINED HEREIN AGAINST ADOPTING COMPANY PRIOR TO PROVIDING: (I) A COMPREHENSIVE, SPECIFIC, WRITTEN STATEMENT, DRAFTED BY YOU OR YOUR LEGAL COUNSEL, RELATING TO YOUR CONCERNS, AND (II) A 90-DAY OPPORTUNITY FOR ADOPTING COMPANY TO CURE ANY ALLEGED DEFICIENCY.
- **NON-BINDING MEDIATION FOLLOWED BY BINDING ARBITRATION.** IN THE EVENT THAT THE COMMUNICATION OF YOUR CONCERNS DOES NOT RESULT IN A SATISFACTORY RESULT TO YOU DURING THE INITIAL 90-DAY CURE PERIOD, YOU AGREE THAT NO LEGAL ACTION SHALL BE BROUGHT AGAINST ADOPTING COMPANY EXCEPT THROUGH ARBITRATION BEFORE ONE ARBITRATOR IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE AWARD OF THE ARBITRATOR SHALL BE FINAL AND BINDING UPON ALL PARTIES, AND JUDGMENT UPON THE AWARD MAY BE ENTERED IN ANY COURT OR AGENCY OF COMPETENT JURISDICTION. NOTWITHSTANDING THE FOREGOING, YOU AGREE THAT NO ARBITRATION OR (TO THE EXTENT PERMITTED BY LAW) ANY COMPLAINT WITH ANY FEDERAL OR STATE GOVERNMENT AGENCY, SHALL BE BROUGHT OR THREATENED TO BE BROUGHT BY YOU UNTIL YOU FIRST MAKE A GOOD FAITH ATTEMPT TO RESOLVE YOUR CONCERNS THROUGH NON-BINDING MEDIATION.

- **ADOPTING COMPANY'S RIGHT TO ELECT AND COMPEL NON-BINDING MEDIATION AND BINDING ARBITRATION; CONFIDENTIALITY OF ANY COMMUNICATIONS AND PROCEEDINGS RELATED THERETO.** IN ANY LEGAL ACTION FILED BY ADOPTING COMPANY AGAINST YOU RELATING TO, ARISING OUT OF, OR RESULTING FROM, THIS AGREEMENT, YOU AGREE THAT AT ADOPTING COMPANY'S ELECTION, ADOPTING COMPANY SHALL HAVE THE RIGHT TO COMPEL NON-BINDING MEDIATION, BINDING ARBITRATION, OR THE COMBINATION THEREOF. ANY ARBITRATION ARISING UNDER THE TERMS OF THIS PARAGRAPH SHALL BE BEFORE ONE ARBITRATOR IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE AWARD OF THE ARBITRATOR SHALL BE FINAL AND BINDING UPON ALL PARTIES, AND JUDGMENT UPON THE AWARD MAY BE ENTERED BY ADOPTING COMPANY IN ANY COURT OR AGENCY OF COMPETENT JURISDICTION.
- **CLASS ACTION WAIVER.** WITHOUT LIMITING ANY TERM OF THIS AGREEMENT, ANY LEGAL ACTION YOU MAY BRING SHALL TAKE PLACE ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS OR REPRESENTATIVE ACTION ("CLASS ACTION WAIVER"). THIS CLASS ACTION WAIVER PRECLUDES YOU FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING ANY CAUSE OF ACTION RELATING HERETO.
- **DUTY OF CONFIDENTIALITY.** TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT ALL MATTERS RELATING TO YOUR CONCERNS, INCLUDING WITHOUT LIMIT SPECIFIC COMMUNICATIONS WITH ADOPTING COMPANY AND PROSPECTIVE OR ACTUAL MEDIATION AND ARBITRATION PROCEEDINGS RELATING THERETO, SHALL BE KEPT STRICTLY CONFIDENTIAL BY YOU AND UNDER NO CIRCUMSTANCES MAY YOU DISCLOSE ANY SUCH COMMUNICATIONS OR PROSPECTIVE OR ACTUAL MEDIATION OR ARBITRATION PROCEEDINGS TO OTHER THIRD-PARTIES. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL PRECLUDE YOU FROM SEEKING CONFIDENTIAL COUNSEL WITH ANY LEGAL OR FINANCIAL CONSULTANTS OR OTHER SIMILAR TYPES OF PROFESSIONALS REGARDING SUCH MATTERS.
- **AGREEMENT AS TO THE REASONABLENESS OF ALTERNATIVE DISPUTE RESOLUTION TERMS.** THE PARTIES HEREBY ACKNOWLEDGE THAT ON NOVEMBER 22, 2017, THE U.S. BUREAU OF CONSUMER FINANCIAL PROTECTION ISSUED A FINAL RULE, 12 CFR 55500, AFFIRMING THE REASONABLENESS OF MANDATORY ARBITRATION CLAUSES COMBINED WITH CLASS ACTION WAIVERS IN THE SIGNIFICANT ARENA OF FINANCIAL PROTECTION. THE PARTIES HEREBY AGREE THAT SUCH FINAL RULE CONCLUSIVELY SUPPORTS THE REASONABLENESS OF THE TERMS OF ALTERNATIVE DISPUTE RESOLUTION AS SET FORTH HEREIN, IRRESPECTIVE OF WHETHER THE RULE IS SUBSEQUENTLY LIMITED, MODIFIED, OR REPEALED. THE PARTIES TO THIS AGREEMENT FURTHER ACKNOWLEDGE THAT EACH TERM OF ALTERNATIVE DISPUTE RESOLUTION AS SET FORTH HEREIN IS MATERIAL AND ESSENTIAL AND IS NONSEVERABLE FROM YOUR AGREEMENT TO RESOLVE DISPUTES AS SET FORTH HEREIN. ADDITIONALLY, WITHOUT LIMITING ANY OTHER TERM OF THIS AGREEMENT, THE PARTIES AGREE THAT A WAIVER BY ADOPTING COMPANY OF ITS RIGHT TO HAVE DISPUTES RESOLVED AS SET FORTH HEREIN SHALL NOT CONSTITUTE A WAIVER OF THE CLASS ACTION WAIVER.

**MATERIALLY-MISLEADING, LIBELOUS, OR EXTORTATIVE ONLINE REVIEWS.** ADOPTING COMPANY RECOGNIZES THE VALUE OF APPROPRIATE, NON-LIBELOUS, NON-EXTORTATIVE, ONLINE REVIEWS. THE PARTIES AGREE, HOWEVER, THAT ANY RIGHT TO POST ONLINE REVIEWS IS NOT WITHOUT LIMITS AND THAT IN RECENT YEARS, THE USE OF ONLINE REVIEWS TO EXTORT AFTER-FACT REDUCTIONS FROM SERVICE VENDORS HAS BECOME A SIGNIFICANT PROBLEM IN THE INDUSTRY. YOU AGREE THAT IN THE EVENT YOU, OR YOUR LEGAL OR FINANCIAL CONSULTANT, POSTS AN ONLINE REVIEW WHICH IS ADJUDICATED WITH FINALITY TO CONSTITUTE A MATERIALLY-MISLEADING, LIBELOUS, OR EXTORTATIVE ONLINE REVIEW AS DEFINED HEREIN, YOU WILL IMMEDIATELY REMOVE THE ONLINE REVIEW IN ITS ENTIRETY AND ALSO DIRECT THE ENTITY WHICH HOSTS THE ONLINE REVIEW TO REMOVE THE ONLINE REVIEW IN ITS ENTIRETY. ADDITIONALLY, YOU FURTHER AUTHORIZE AND DIRECT SUCH HOST TO REMOVE THE ONLINE REVIEW IN ITS ENTIRETY IN SUCH INSTANCE. IN THE EVENT THAT THE ONLINE REVIEW IS ADJUDICATED WITH FINALITY TO INCLUDE EXTORTATIVE ELEMENTS AS DEFINED HEREIN, YOU AGREE TO PAY, IN ADDITION TO ANY OTHER DAMAGES RELATING TO, CAUSED BY, OR ARISING FROM THE EXTORTATIVE ONLINE REVIEW, LIQUIDATED DAMAGES IN THE AMOUNT OF \$100 PER DAY COMMENCING ON THE DAY THAT THE REVIEW IS FINALLY ADJUDICATED TO CONSTITUTE AN EXTORTATIVE ONLINE REVIEW AS DEFINED HEREIN. THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT THE SUMS PAYABLE AS LIQUIDATED DAMAGES ARE NOT PENALTIES. THE PARTIES FURTHER ACKNOWLEDGE THAT (1) THE AMOUNT OF LOSS OR DAMAGES LIKELY TO BE INCURRED BY ADOPTING COMPANY RELATING TO THE EXTORTATIVE ONLINE REVIEW IS EITHER INCAPABLE OR IS DIFFICULT TO PRECISELY ESTIMATE, AND (1) THE AMOUNT SPECIFIED IS NOT PLAINLY OR OVERTLY DISPROPORTIONATE TO THE PROBABLE LOSS LIKELY TO BE INCURRED BY ADOPTING COMPANY DUE TO THE EXTORTATIVE ONLINE REVIEW. THE LIQUIDATED DAMAGES SHALL BE IMMEDIATELY DUE AND PAYABLE. NOTWITHSTANDING THE FOREGOING, (1) ADOPTING COMPANY SHALL BE ENTITLED TO EXERCISE ALL OTHER RIGHTS AND REMEDIES AVAILABLE AT LAW OR IN EQUITY, (2) WITHOUT LIMITING THIS AGREEMENT IN ANY WAY, UNDER NO CIRCUMSTANCES SHALL ADOPTING COMPANY BE LIABLE TO YOU FOR ANY DAMAGES IN THE EVENT THAT ADOPTING COMPANY DIRECTS THE HOST OF THE ONLINE REVIEW TO REMOVE THE REVIEW AS MATERIALLY-MISLEADING, LIBELOUS, OR EXTORTATIVE PRIOR TO FINAL ADJUDICATION, AND (3) THE AMOUNT OF LIQUIDATED DAMAGES SET FORTH HEREIN SHALL NOT IN ANY WAY LIMIT THE RIGHT OF ADOPTING COMPANY TO PROVE DAMAGES SUBSTANTIALLY IN EXCESS OF THE LIQUIDATED DAMAGES AMOUNT. YOU AGREE THAT TERMS RELATING TO ONLINE REVIEWS AS SET FORTH HEREIN COMPLY WITH FEDERAL AND STATE LAWS REGULATING ONLINE REVIEWS INCLUDING WITHOUT LIMIT CONSUMER REVIEW FAIRNESS ACT OF 2016.

**LIMITATION OF JURISDICTION AND VENUE; LIMITATION ON STATUTES OF LIMITATION; MISCELLANEOUS.** NOTWITHSTANDING THE FOREGOING, YOU AGREE THAT ANY LEGAL ACTIONS INITIATED BY YOU AGAINST ADOPTING COMPANY, RELATING TO, OR ARISING FROM, THE PURCHASE OR UTILIZATION OF RESOURCES MUST BE FILED BY YOU WITHIN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES. CONSISTENT THEREWITH, YOU HEREBY WAIVE ALL STATUTES OF LIMITATIONS ASSOCIATED WITH SUCH CLAIMS OR CAUSES OF ACTION. EXCEPT AS PROVIDED HEREIN, INCLUDING WITHOUT LIMIT TERMS RELATING TO MANDATORY ALTERNATIVE DISPUTE RESOLUTION, YOU FURTHER AGREE THAT THE SOLE VENUE FOR SUCH ACTIONS SHALL BE IN THE COUNTY OF ADOPTING COMPANY'S CURRENT PRINCIPAL PLACE OF BUSINESS OR UPON ADOPTING COMPANY'S ELECTION, IN THE COUNTY OF AN APPLICABLE LICENSED LOCATION OF ADOPTING COMPANY. YOU HEREBY WAIVE ALL DEFENSES RELATING TO JURISDICTION, VENUE, AND FORUM CONVENIENCE. NOTWITHSTANDING THE FOREGOING, IN ANY ACTION WHERE ADOPTING COMPANY IS A PARTY, YOU HEREBY WAIVE ALL PROVISIONS REGARDING JOINDER OF THE PARTIES AND CLAIMS AND AGREE TO HAVE THE ACTION SEVERED.

**AUTHORITY TO AGREE TO THESE TERMS ON BEHALF OF YOUR ORGANIZATION(S) AND DESIGNATED THIRD-PARTIES; OBLIGATION TO NOTIFY SAME OF YOUR AGREEMENT.** IRRESPECTIVE OF WHETHER YOU ACTUALLY PROVIDE ADVANCE NOTICE TO ADOPTING COMPANY OF PROPOSED CORPORATE USE OF APPLICABLE RESOURCES, AND IRRESPECTIVE OF WHETHER SUCH CORPORATE USE IS DETERMINED BY ADOPTING COMPANY TO BE PERMITTED OR NOT (WHICH DETERMINATION ADOPTING COMPANY SHALL BE ENTITLED TO MAKE IN ITS SOLE DISCRETION), YOU AGREE THAT BY AFFIRMATIVELY EXECUTING THESE TERMS OR OTHERWISE ASSENTING TO THE TERMS OF THIS AGREEMENT AT ANY JUNCTURE AS SET FORTH IN THIS AGREEMENT, NOW OR IN THE FUTURE, (1) AS A PRE-CONDITION TO ANY SUCH CORPORATE USE, YOU REPRESENT THAT YOU HAVE THE REQUISITE AUTHORITY TO ASSENT TO THESE TERMS FOR, AND ON BEHALF OF, YOUR ORGANIZATION(S) AND DESIGNATED THIRD-PARTIES; (2) ON BEHALF OF YOUR ORGANIZATION(S) AND DESIGNATED THIRD-PARTIES AND WITH THE INTENT TO OBLIGATE SAME, YOU HEREBY ASSENT TO THE TERMS OF THIS AGREEMENT; AND (3) YOU WILL PROMPTLY NOTIFY YOUR ORGANIZATION(S) AND DESIGNATED THIRD-PARTIES OF YOUR ASSENT WHICH YOU HAVE PROVIDED ON THEIR BEHALF.

**FUTURE AMENDMENTS TO THESE TERMS.** WE RESERVE THE RIGHT AT ANY TIME AND FOR ANY REASON TO MODIFY THE TERMS HEREIN. IT SHALL BE YOUR RESPONSIBILITY TO REGULARLY REVIEW THE MOST CURRENT OR EFFECTIVE TERMS AS POSTED AND AVAILABLE BY MEANS OF HYPERLINKS IN THE DESIGNATED LOCATION(S) OF OUR PRIMARY WEBSITE(S) AND SOFTWARE APPLICATION(S). YOU UNDERSTAND AND AGREE THAT CONTINUED UTILIZATION OF THE RESOURCES OF THE OFFICE AFTER SUCH CHANGES HAVE BEEN POSTED SHALL CONSTITUTE ACCEPTANCE BY YOU OF SUCH CHANGES. IN THE EVENT YOU ARE UNABLE TO LOCATE THE MOST CURRENT OR EFFECTIVE VERSION ON OUR PRIMARY WEBSITE(S), YOU AGREE THAT YOU WILL NOTIFY AND CONTACT OUR OFFICE AS PROVIDED HEREIN.

**OTHER MEANS OF ASSENTING TO TERMS.** UPON AFFIRMATIVELY EXECUTING THIS AGREEMENT, YOU HEREBY AGREE THAT OTHER MEANS OF ACQUIRING AND DOCUMENTING YOUR ASSENT TO THESE TERMS, NOW AND IN THE FUTURE, INCLUDING WITHOUT LIMIT AMENDMENTS TO THESE TERMS, ARE HEREBY APPROVED BY YOU. SUCH OTHER MEANS INCLUDE WITHOUT LIMIT "BROWSE-WRAP" METHODS, LINKS AND ALERTS CONTAINING THE WORDS, "PRIVACY," "LEGAL," AND OTHER SUCH PHRASES, AVAILABLE BY MEANS OF HYPERLINKS IN THE DESIGNATED LOCATION(S) OF ADOPTING COMPANY'S PRIMARY WEBSITE(S) AND SOFTWARE APPLICATION(S) AS DEFINED HEREIN AS WELL AS SET FORTH IN EMAILS, TEXT MESSAGES, CHAT MESSAGES, SLIDES IN AUDIO-VISUAL PRESENTATIONS AND RECORDINGS, AUDIO ALERTS IN VOICE-BASED TECHNOLOGIES INCLUDING WITHOUT LIMIT TELEPHONE, CELL PHONE, TELECONFERENCING TECHNOLOGIES, VIDEO CONFERENCING TECHNOLOGIES, OF ADOPTING COMPANY. IN ALERTING YOU TO ANY AMENDMENTS, YOU AGREE THAT ADOPTING COMPANY SHALL NOT BE REQUIRED TO AFFIRMATIVELY AND CONSPICUOUSLY ALERT YOU TO THE FACT THAT AMENDMENTS OR CHANGES HAVE OCCURRED. INSTEAD, YOU AGREE THAT THE OBLIGATION WILL BE ENTIRELY AND EXCLUSIVELY YOURS TO (1) DOCUMENT AND TRACK THE UNIQUE DOCUMENT ID ASSOCIATED WITH APPLICABLE LEGAL NOTICE, AND (2) REVIEW THE TERMS OR AMENDED TERMS IN THEIR ENTIRETY AS A CONDITION OF CONTINUED UTILIZATION OF THE APPLICABLE RESOURCE, AND TO DETERMINE THE MEANING AND RELEVANCY OF THE TERMS OR AMENDED TERMS AS POSTED. NOTWITHSTANDING THE FOREGOING AND WITHOUT LIMITING ANY TERMS OF THIS AGREEMENT, YOU AGREE THAT IF ADOPTING COMPANY ATTEMPTS TO SEND AN EMAIL TO YOU GENERALLY ALERTING YOU TO THE FACT THAT IT HAS ADOPTED AMENDMENTS OR CHANGES TO ITS LEGAL NOTICE, AND SUCH EMAIL IS DIRECTED TO ANY EMAIL ADDRESS WHICH YOU HAVE PREVIOUSLY PROVIDED TO ADOPTING COMPANY, SUCH ACTION CONSTITUTES REASONABLE NOTICE OF THE AMENDMENTS IRRESPECTIVE OF WHETHER THE EMAIL IS (1) ACTUALLY RECEIVED, OPENED, VIEWED, OR READ BY YOU, OR (2) DECLINED OR REJECTED BY DURING THE TRANSMISSION PROCESS FOR ANY REASON IRRESPECTIVE OF THE CAUSE OF THE FAILURE.

**COPYRIGHT NOTICE.** COPYRIGHT © 2019-PRESENT. ALL RIGHTS RESERVED. UNDER NO CIRCUMSTANCES MAY YOU LINK TO, OR ATTEMPT TO COPY OR INCORPORATE (IN THIS PARAGRAPH, "USE") ANY PART OF, THIS RESOURCE EXCEPT AS EXPRESSLY AUTHORIZED IN WRITING BY THE APPLICABLE COPYRIGHT OWNER. USE OF THIS RESOURCE IS RESTRICTED TO ENTITIES WHICH ARE IN IMPLEMENTATION OF APPROVED PROGRAMS AND HAVE EXECUTED APPLICABLE DOCUMENTS. EXCEPT WHERE OTHERWISE PROVIDED OR INDICATED, SUCH AS IN OFFICIAL GOVERNMENT TRADEMARK FILINGS, ALL WORDS, PHRASES AND IMAGES APPEARING IN CONJUNCTION WITH A TRADEMARK SYMBOL, REPRESENT THE TRADEMARKS OF ADOPTING COMPANY. ALL RIGHTS RESERVED.

**INDEPENDENT COVENANTS.** THE TERMS OF THIS AGREEMENT SET FORTH IN THE SECTIONS ENTITLED, "PREAMBLE" AND "PRELIMINARY TERMS," CONSTITUTE INDEPENDENT COVENANTS AND SHALL NOT BE DISCHARGED BY ANY BREACH OF, OR DEFAULT BY, EITHER PARTY.

**REASONABLENESS OF TERMS.** YOU AGREE AND ACKNOWLEDGE THAT THE TERMS OF THIS AGREEMENT, INCLUDING WITHOUT LIMIT PROVISIONS APPEARING IN THE SECTIONS ENTITLED, "PREAMBLE" AND "PRELIMINARY TERMS," ARE FAIR AND REASONABLE.

1) Table of Contents. This Uniform Legal Notice consists of several main sections as follows:

- [Preamble](#)
- [Preliminary Terms](#)
- [Table of Contents](#)
- [Nature of Adopting Company and Its Services](#)
- [Definitions](#)
- [Applicability of This Agreement to Your Organization\(s\) and Designated Third-Parties, Now and in the Future, Based Your Assent and Any Corporate Use](#)
- [Additional Disclaimers](#)



- [General Provisions](#)
- [Conference Participation Agreement](#)
- [Contacting Adopting Company Regarding Questions and Concerns Arising Hereunder](#)
- [Appendix A - HIPAA Consent Terms](#)
- [Appendix B - HIPAA Privacy Policy](#)
- [Appendix C - General Privacy Policy](#)
- [Appendix D - Electronic Communications Consent](#)
- [Appendix E - Conditional HIPAA Business Associate Agreement \("Conditional BAA"\)](#)

## 2) Nature of Adopting Company and Its Services

- a) Hybrid Entity Under HIPAA. In certain settings, situations, or respects, Adopting Company may represent a hybrid entity under HIPAA Rules, providing both covered and non-covered business services and activities. Adopting Company either does, or may, provide any number of services including without limit providing, and coordinating the provision of, (1) healthcare goods and services to patients seeking preventive screening, diagnostic services, and various forms of treatment as defined by HIPAA Rules with special focus on accident injury care in medico-legal arenas, (2) software and application development and licensing related to our services, including without limit multi-stakeholder, Electronic Healthcare Record (EHR) framework and software module development, (3) Vendor accreditation or qualifying services, (4) standards development, (5) Referral services consistent with, e.g., the best interest of the patient or customer relative to preventive screening and medico-legal issues, (6) payment activities and healthcare operations as such are defined by HIPAA Rules, (7) billing, coordination of benefits, balance billing, collection, common fund management, repricing, financial recovery, marketing, and practice management services for various legal entities and persons on related matters and in related industry sectors, (8) utilization review, (9) notes aggregation, selling and purchasing of accounts, and the facilitation of such activities, (10) aggregation, de-identification, and analysis of data, including without limit methods of aggregation and analysis which employ artificial or machine intelligence, and (11) leasing of real and personal property.
- b) Organized Healthcare Arrangement. In certain settings, situations, or respects, Adopting Company may represent or participate in an Organized Healthcare Arrangement under HIPAA where it participates in a clinically-integrated healthcare setting and where patients may receive healthcare from more than one healthcare provider, including without limit Participating Healthcare Provider. This means that when You receive services at a facility or subsidiary of Adopting Company or a facility Referred to You by Adopting Company, You may receive certain professional services from physicians on medical staff and interns who are independent Practitioners relative to Adopting Company, subsidiary, or other facility, who are not employees of Adopting Company, subsidiary, or other facility, and who may own, operate, or work at healthcare entities otherwise not affiliated with Adopting Company or subsidiary.
- c) WITHOUT LIMITING THE TERMS OF THIS AGREEMENT IN ANY FASHION, YOU AGREE THAT ADOPTING COMPANY HAS REASONABLY ATTEMPTED TO DISCLOSE TO YOU (1) THE NATURE OF ADOPTING COMPANY AND ANY HEALTHCARE-RELATED FACILITY, SUBSIDIARY, OR PROVIDER TO WHICH/WHOM YOU MAY BE REFERRED BY ADOPTING COMPANY, AND (2) ANY RELATIONSHIP SUCH FACILITY, SUBSIDIARY, OR PROVIDER MAY HAVE WITH ADOPTING COMPANY INCLUDING WITHOUT LIMIT FINANCIAL RELATIONSHIP. YOU AGREE THAT IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE NATURE OF ADOPTING COMPANY, OR ANY FACILITY, SUBSIDIARY, OR PROVIDER TO WHICH/WHOM YOU MAY BE REFERRED BY ADOPTING COMPANY, OR ANY RELATIONSHIP SUCH FACILITY, SUBSIDIARY, OR PROVIDER MAY HAVE WITH ADOPTING COMPANY, YOU WILL MAKE SURE TO CONTACT ADOPTING COMPANY AS SET FORTH IN THE SECTION OF THIS AGREEMENT RELATING TO CONTACTING ADOPTING COMPANY, AND (2) IN THE CASE OF A REFERRAL, AT THE TIME OF THE REFERRAL PRIOR TO RELYING UPON OR UTILIZING SUCH REFERRAL.

## 3) Definitions

- a) "Adopting Company" shall mean, as applicable, (1) any legal entity or person (herein, "Legal Entity") who, with applicable written consent or authorization, (a) expressly adopts or incorporates this Agreement by reference into any written or multimedia context, published or unpublished, including without limit contracts, web pages, software applications, presentations, brochures, forms, emails, text messages, and any other written or multimedia context and (b) where the written or multimedia context directly or indirectly manifests the identity of the legal entity through any reasonable means including without limit by including the applicable URL(s) of the Legal Entity's Primary Website(s), (2) any parent company of Adopting Company, subsidiary of Adopting Company, or other subsidiary owned by the parent company of Adopting Company, (3) any independent licensee of such legal entity which is conspicuously advertised, or otherwise represented, as such by the licensing Legal Entity, (4) any Preferred Vendor of such Legal Entity as defined herein, and (5) the independent contractors and agents of the licensing Legal Entity which are or were involved directly or indirectly in the development or operation of applicable Resources. In the event this Agreement employs the phrase, "Adopting Company and Licensed Locations of Adopting Company," "Adopting Company and its Affiliates," or other similar phrase, under no circumstances shall such usage be interpreted as limiting the meaning of the phrase, "Adopting Company" hereunder. The phrases, "Covered Entities," "We," "Us," "Office," and other similar phrases, whether used in the singular or plural, shall refer as applicable to Adopting Company.
- b) "Adopting Entity" shall mean "Adopting Company." Such phrases in these Terms shall be construed as interchangeable phrases.
- c) "Adopting Company Group Agreement" shall mean the contractual relationship, if any, written or verbal, between Adopting Company and a Group.

- d) "Adopting Company's Website(s)" shall mean any and all webpages whose content is owned and managed by Adopting Company, which directly or indirectly manifest the identity of Adopting Company (including without limit by including the formal corporate name, assumed name(s), or mark(s) of the Adopting Company, or the URL(s) associated with the Adopting Company's Primary Website(s)), and which are available at various URLs and through various HTTP/HTTPS hyperlinks, irrespective of whether the applicable root domain is registered in the name of Adopting Company or not. Adopting Company's Website(s) includes without limit webpages accessible exclusively through a user login or registration process.
- e) "Adopting Company's Software Application(s)" shall mean any and all software applications (including without limit mobile applications) whose content is owned and managed by Adopting Company, which directly or indirectly manifest the identity of Adopting Company (including without limit by including the formal corporate name, assumed name(s), or mark(s) of the Adopting Company, or the URL(s) associated with the Adopting Company's Primary Website(s)), and which are available for download at various URLs and through various HTTP/HTTPS hyperlinks, irrespective of whether the applicable root domain is registered in the name of Adopting Company or not. Adopting Company's Software Application(s) includes without limit those areas of the Software Application(s) accessible exclusively through a user login or registration process.
- f) "Adopting Company's Primary Website(s) and Software Application(s)" shall mean specific Website(s) or Software Application(s) of the Adopting Company, who, with written consent or authorization, has expressly adopted or incorporated this Uniform Legal Notice by means of Hyperlinks in the Designated Location(s) of such Website(s) and Software Application(s), where the specific Website(s) and Software Application(s) have been (1) custom-developed or configured by the Adopting Company, (2) have been published or available for download in conjunction with a root domain or sub-domain acquired or utilized by Adopting Company, and (3) have been held out by Adopting Company in conjunction with the applicable Resource(s) as its primary website(s) and Software Application(s). Upon adoption or incorporation of this Uniform Legal Notice, such Uniform Legal Notice shall be construed as an integral and inseparable part of Adopting Company's Primary Website(s) and Software Application(s), irrespective of (1) the actual URL associated with the published Uniform Legal Notice, (2) whether the applicable root domain associated with the published Uniform Legal Notice is registered in the name of Adopting Company or not, and (3) whether any brand names published at such root domain or URL of the Uniform Legal Notice are owned by, or licensed to, Adopting Company. You hereby waive any and all claims, defenses, arguments or causes of action relating to the theory that such Uniform Legal Notice is not applicable to You due to claims based on factors set forth in this paragraph, including without limit theory that (1) Adopting Company did not have proper written consent or authorization to adopt or incorporate such Uniform Legal Notice, (2) the root domain associated with the published Uniform Legal Notice is not registered in the name of Adopting Company, and (3) one or more brand names published at such root domain or URL of the Uniform Legal Notice are not owned by, or licensed to, Adopting Company.
- g) "Affirmative Act of Signing" and "Affirmative Execution" shall mean the applicable act as set forth under the definition of "Agreement Process."
- h) "Agreement Process" and "Completing the Agreement Process" (also, "Agree," "Consent," "Assent," "Sign," "Execute"), shall mean the applicable process whereby You become subject to these Terms. Such processes include without limit representations by You, both written and verbal, as well as actions by You, which suggest or indicate that You have viewed, read, and understand, or that You have had ample opportunity to view, read, and understand, these Terms and are thereby agreeing to, signing, or otherwise executing these Terms. Such process may include without limit the affirmative act of checking a checkbox or pressing a button associated with text, "I Agree," "Opt In," or other substantially similar text (expressed either in the affirmative or negative) ("Affirmative Act of Signing" or "Affirmative Execution"). Such process may also include without limit the Utilization of a Resource of Adopting Company, or continued Utilization of such Resource. By Completing the Agreement Process, You agree that the applicable Affirmative Act of Signing shall serve as Your signature for purposes of any Federal or State law which expressly and specifically requires a "signature" in any instance where it is combined with any hardware, software, data, information, other similar Resource which (1) only You are reasonably likely to either know or have access to, or (2) otherwise reasonably validates Your identity. Such Affirmative Act of Signing shall serve as Your signature irrespective of the method by which the Affirmative Act of Signing is recorded or documented, whether electronically or by paper.
- i) "Ancillary Entities" and "Affiliates" include without limit, the following as defined herein to the extent such are listed, identified, linked within, on, or in conjunction with any Resource -
- i) Groups,
  - ii) Content Providers,
  - iii) Preferred Vendors, including without limit Participating Healthcare Providers,
  - iv) Facilitators of the Resource including without limit Organizers, Sponsors, Promoters, Moderators, Distributors, Dealers, and Re-Sellers,
  - v) Subscriber, Licensee, or contractee of the Adopting Company's goods or services, and
  - vi) Any other person or company listed, identified, linked within, on, or in conjunction with any Resource of Adopting Company.
- j) "Company," not appearing in the context of the phrase, Adopting Company, shall mean any applicable Adopting Company and Ancillary Entity.
- k) "Content Providers" shall mean those individuals or entities who have agreed with Adopting Company to provide Resources by various means including by means of Adopting Company's Website(s).
- l) "Duration of the Subscription Agreement" shall mean the duration of the applicable Subscription Agreement with respect to a particular Subscriber, as defined in the Subscription Agreement. Duration of the Subscription Agreement shall include the period of time wherein the service is being continued on a month-to-month basis.



- m) "Effective Date," "Effective Date of This Policy," "Effective Date of This Agreement," and other like phrases, except where the context of these Terms expressly indicate otherwise, shall mean the latter of the following dates with respect to the applicable Document or Subdocument: (1) date as indicated in the date component of the Document or Subdocument Identifier as established by Adopting Company (respectively, "Document ID" and "Subdocument ID"), and (2) the first day on which these Terms were actually posted and made available by means of Hyperlinks in the Designated Location(s) of Adopting Company's Primary Website(s) and Software Application(s) as defined herein. You agree that if You have any questions regarding the Effective Date of this Agreement, You will inquire with Adopting Company as set forth in the Section of this Agreement relating to contacting Adopting Company.
- n) "Group" shall mean any management consultant, state/local professional association, or other group which (a) includes one or more products or services of Adopting Company as one of the terms of the Group's agreement with prospective or actual clients, members, or subscribers, or (b) has an agreement with Adopting Company for Adopting Company to provide various products or services to the Group's clients, members, or subscribers.
- o) "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, together with all rules and regulations passed in accordance therewith.
- p) "Hyperlinks in the Designated Location(s) of Adopting Company's Primary Website(s) and Software Application(s)" and other similar phrases shall mean the hyperlinked text, which references and links to Adopting Company's represented version of its Uniform Legal Notice, including without limit various Subdocuments enumerated herein, available in one or more industry-standard formats, which hyperlinked text is placed within the dynamic footers at the bottom of Adopting Company's Primary Website(s) or other area designated by Adopting Company's Primary Website(s). In the event that such hyperlinked text links to a copy of the Uniform Legal Notice, or Legal Notice menu, apparently resident on a domain separate and external to the domain of Adopting Company's Primary Website(s), under no circumstances shall such fact be construed to invalidate or diminish the enforceability of Adopting Company's represented version of its Uniform Legal Notice.
- q) "Listed Entity" shall mean any person or company linked to, mentioned, or listed on Adopting Company's Website(s).
- r) "Legal Action" shall include without limit any Federal or State civil or administrative proceeding, including without limit proceedings in court, mediation, and arbitration, as well as any proceedings involving any Federal or State governmental agency, which might entail the filing, pleading, and interpleading of complaints, disputes, claims, counter-claims, cross-claims, and causes of action.
- s) "Materially-Misleading, Libelous, or Extortative Online Review" shall mean any review or post online on the Internet relating to Adopting Company or the Resources of Adopting Company which, whether published or made publicly or to a restricted audience, is adjudicated with finality to contain material inaccuracies, extortative elements, or omissions of material facts or factors relating to Adopting Company or the Resources of Adopting Company. The phrase includes without limit, (1) extortative elements including without limit the fact that You, or another caused or encouraged You, to post the online review during, or relating (partially or wholly) to Yours or that person's evident or active efforts to negotiate or adjust Your Charges at Adopting Company, and (2) any omission of substantially-unique circumstances that would enable a reasonable person to fairly assess relevance and applicability of the review to his or her own situation.
- t) "Participating Healthcare Providers" shall mean "Preferred Healthcare Providers."
- u) "Practitioner" shall mean an individual actively engaged in an art, discipline, or profession, including without limit a healthcare profession and legal profession.
- v) "Preferred" when used to describe a Vendor, Practitioner, or Provider, shall indicate that the individual or company in question has a contractual or quasi-contractual obligation with Adopting Company relating to the goods and services of the Vendor, Practitioner or Provider, including without limit the obligation or agreement in principle to provide goods and services upon Referral or presentation of an individual to such Vendor.
- w) "Privacy Policies" shall refer to Adopting Company's represented versions of its General Privacy Policy and HIPAA Privacy Policy as set forth herein.
- x) "Provider" shall mean a healthcare Practitioner.
- y) "Resources," "Goods and Services," and "Proprietary Information" mean without limit goods, products, applications, software, services (including without limit healthcare, billing, practice management, and Referral services), information, ideas, documentation, materials, forms, updates, protocols, work-flow, lists, techniques, research, data, database structures, advisories, briefs, opinions, comments, testimonials, audio and video recordings, productivity tools, passwords, obtained from, or through communication with, Adopting Company, directly or indirectly, including those Resources which are referenced on, linked to, contained in, or accessed through, Adopting Company's Website(s), or otherwise created, managed, maintained, and/or updated by Adopting Company.
- z) "Referral" shall mean any communication about You or a matter or condition of Yours to a Practitioner or Vendor.
- aa) "Subscriber" means an entity which executes a Subscription Agreement as defined in this Agreement with Adopting Company and thereby becomes eligible for various subscription services.
- bb) "Third-Party Technology" shall mean computer hardware and software products and services, including without limit computer operating system, Internet connection, security system, and other third-party products and services which may be required for registering, installing, tracking installation and license compliance, controlling copies, unencrypting, playing, listening to, viewing, or otherwise using, the Resources.
- cc) "Uniform Resource Locator" and "URL" shall mean a location or address identifying where documents can be found on the Internet, more specifically the World Wide Web. URLs consist of multiple parts, including a protocol and domain name, which tell a web browser how and where to retrieve a Resource.

- dd) "Utilize" in the context of Resources shall mean the act of accessing, receiving, using, sharing, interpreting, communicating, or relying upon a Resource of Adopting Company as defined herein.
  - ee) "Vendor" shall mean an individual or company offering goods or services relating directly, indirectly, or as a supplement, to preventive screening, diagnostic and treatment services, and/or medico-legal issues and matters arising in accident injury scenarios. Vendors include without limit Practitioners, towing services, auto body shops, and taxi and shuttle services.
  - ff) "Virus" shall mean computer viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the Website(s) or other Resources or that infringes the property rights of another.
  - gg) "You" and "I" shall mean you, to the extent you purchase or Utilize Resources, as well as any applicable company, organization, or principal for, or on whose behalf, you purchase or Utilize Resources, irrespective of whether you were the individual or entity who actually completed the applicable Agreement Process or were entrusted with the applicable Resource by another individual or entity who had completed the applicable Agreement Process.
  - hh) "Your Group Agreement" shall mean a contractual relationship, if any, written or verbal, between You and a Group.
- 4) APPLICABILITY OF THIS AGREEMENT TO YOUR ORGANIZATION(S) AND DESIGNATED THIRD-PARTIES, NOW AND IN THE FUTURE, BASED YOUR ASSENT AND ANY CORPORATE USE.
- a) "CORPORATE USE" AND "PROPOSED CORPORATE USE" DEFINED. FOR THE PURPOSES OF THIS AGREEMENT:
    - i) "CORPORATE USE" SHALL MEAN ANY PURCHASE OR UTILIZATION, WHETHER PERMITTED BY US OR NOT, BY YOU OF A RESOURCE OF ADOPTING COMPANY RELATING TO, IN THE CONTEXT OF, OR FOR THE PURPOSES OF FACILITATING, YOUR ROLE, NOW OR IN THE FUTURE, AS EMPLOYEE, INDEPENDENT CONTRACTOR, OR AGENT OF, OR CONSULTANT TO, ANY INDIVIDUAL OR ORGANIZATION, PRIVATE OR PUBLIC (HEREIN, "YOUR ORGANIZATION(S) AND DESIGNATED THIRD-PARTIES") ON EITHER A FOR-PROFIT, NON-PROFIT, OR PRO BONO BASIS.
    - ii) "PROPOSED CORPORATE USE" SHALL MEAN ANY CORPORATE USE YOU INTEND TO MAKE OR PURSUE WITH RESPECT TO A RESOURCE, WHETHER SUCH CORPORATE USE IS PERMITTED OR NOT.
  - b) ADVANCE NOTICE OF PROPOSED CORPORATE USE. YOU AGREE THAT PRIOR TO COMMENCING ANY PROPOSED CORPORATE USE OF A RESOURCE OF ADOPTING COMPANY, YOU WILL CONTACT ADOPTING COMPANY AS SET FORTH IN THE SECTION OF THIS AGREEMENT RELATING TO CONTACTING ADOPTING COMPANY AND COMMUNICATE THE SPECIFIC NATURE OF THE PROPOSED CORPORATE USE. UNDER NO CIRCUMSTANCES SHALL SUCH NOTICE, OR ANY RESPONSE OR LACK OF RESPONSE BY ADOPTING COMPANY BE CONSTRUED AS LICENSE OR PERMISSION TO YOU TO COMMENCE SUCH PROPOSED CORPORATE USE OR IN ANY WAY LIMIT THE RIGHTS OF ADOPTING COMPANY WITH RESPECT TO SUCH PROPOSED CORPORATE USE.
  - c) AUTHORITY TO AGREE TO THESE TERMS ON BEHALF OF YOUR ORGANIZATION(S) AND DESIGNATED THIRD-PARTIES; OBLIGATION TO NOTIFY SAME OF YOUR AGREEMENT. IRRESPECTIVE OF WHETHER YOU ACTUALLY PROVIDE ADVANCE NOTICE TO ADOPTING COMPANY OF PROPOSED CORPORATE USE OF APPLICABLE RESOURCES, AND IRRESPECTIVE OF WHETHER SUCH CORPORATE USE IS DETERMINED BY ADOPTING COMPANY TO BE PERMITTED OR NOT (WHICH DETERMINATION ADOPTING COMPANY SHALL BE ENTITLED TO MAKE IN ITS SOLE DISCRETION), YOU AGREE THAT BY AFFIRMATIVELY EXECUTING THESE TERMS OR OTHERWISE ASSENTING TO THE TERMS OF THIS AGREEMENT AT ANY JUNCTURE AS SET FORTH IN THIS AGREEMENT, NOW OR IN THE FUTURE, (1) AS A PRE-CONDITION TO ANY SUCH CORPORATE USE, YOU REPRESENT THAT YOU HAVE THE REQUISITE AUTHORITY TO ASSENT TO THESE TERMS FOR, AND ON BEHALF OF, YOUR ORGANIZATION(S) AND DESIGNATED THIRD-PARTIES; (2) ON BEHALF OF YOUR ORGANIZATION(S) AND DESIGNATED THIRD-PARTIES AND WITH THE INTENT TO OBLIGATE SAME, YOU HEREBY ASSENT TO THE TERMS OF THIS AGREEMENT; AND (3) YOU WILL PROMPTLY NOTIFY YOUR ORGANIZATION(S) AND DESIGNATED THIRD-PARTIES OF YOUR ASSENT WHICH YOU HAVE PROVIDED ON THEIR BEHALF.
- 5) ADDITIONAL DISCLAIMERS
- a) THE PHRASE, "IN MANY CASES, OUR DOCTORS CAN PROVIDE CARE AT NO COST TO YOU EVEN IF YOU DON'T HAVE INSURANCE AND EVEN IF YOU DON'T HAVE AN ATTORNEY," "NO ATTORNEY? NO INSURANCE? WE CAN HELP!" "NO OUT-OF-POCKET COST" AND OTHER SIMILAR PHRASES SHALL NOT BE CONSTRUED IN ANY RESPECT AS (1) CONSTITUTING ANY TYPE OF GUARANTEE, (2) SUGGESTING THAT CARE WILL OR MAY BE OFFERED FOR FREE, (3) SUGGESTING THAT CARE WILL BE PROVIDED IRRESPECTIVE OF A FINDING OF MEDICAL NECESSITY, (4) SUGGESTING THAT PATIENTS ARE NOT ULTIMATELY FINANCIALLY RESPONSIBLE FOR THEIR CARE, OR (5) IMPLYING THAT AN ATTORNEY OR LEGAL REPRESENTATION IS SOMEHOW NOT NEEDED.
  - b) WITHOUT LIMITING THIS AGREEMENT IN ANY FASHION, WHEREVER THIS AGREEMENT REQUIRES YOU TO PROVIDE PRIOR OR ADVANCE NOTICE TO ADOPTING COMPANY, OR TO CONTACT ADOPTING COMPANY, YOU AGREE TO DO SO FOR PURPOSES SET FORTH HEREIN RELATING TO (1) TRIGGERING ADOPTING COMPANY'S RIGHT TO CURE ANY ALLEGED DEFICIENCIES, (2) MINIMIZING LOSSES TO ALL APPLICABLE PARTIES AND STAKEHOLDERS, AND (3) REDUCING THE NEED FOR LEGAL ACTION.
  - c) ANY USE OF THE WORD, "BEST," SHALL NOT BE CONSTRUED IN ANY FASHION AS A GUARANTEE OF RESULTS OR AN INDICATION OR REPRESENTATION THAT ADOPTING COMPANY'S GOODS AND SERVICES, OR ANY STANDARDS WE MAY ADOPT, MAY NECESSARILY BE BETTER THAN THAT OF ANOTHER, INCLUDING ANY STANDARDS PREVIOUSLY CONSIDERED OR ADOPTED BY ADOPTING COMPANY. ANY

RESULTS YOU MAY EXPERIENCE COULD VARY CONSIDERABLY BASED ON CIRCUMSTANCES UNIQUE TO YOUR SITUATION AND/OR BASED ON FACTORS BEYOND OUR CONTROL. YOU AGREE THAT THE TERM, "BEST," AS USED IN ANY CONTEXT PUBLISHED BY ADOPTING COMPANY IS STRICTLY FOR PURPOSES OF COMMUNICATING A GOOD FAITH COMMITMENT BY ADOPTING COMPANY TO THE DEVELOPMENT OF PROPRIETARY AND/OR OPEN STANDARDS AND POLICIES FOR SEEKING TO CONTINUOUSLY IMPROVE VARIOUS FACETS OF THE INDUSTRY. UNDER NO CIRCUMSTANCES MAY YOU CONSTRUCE ANY STANDARDS WE MAY ADOPT AS REFLECTING ADVERSELY OR OTHERWISE ON ANY PRIOR REPRESENTATIONS OR ACTIONS BY ADOPTING COMPANY.

- d) NO OTHER AGREEMENTS RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL EXIST BETWEEN YOU AND ADOPTING COMPANY EXCEPT THOSE WHICH EXIST IN WRITING. TO THE EXTENT THAT A TERM OF A SEPARATE WRITTEN POLICY OF ADOPTING COMPANY CONFLICTS WITH ANY TERM OF THIS AGREEMENT, UNLESS (1) THE TERM OF THE WRITTEN POLICY EXPRESSLY SUPERCEDES THE TERM OF THIS AGREEMENT; OR (2) THE WRITTEN POLICY IN QUESTION IS THE ADOPTING COMPANY'S HIPAA PRIVACY POLICY; THEN THE TERM OF THIS AGREEMENT SHALL SUPERCEDE AND CONTROL. FOR THE PURPOSES OF THIS PARAGRAPH, "SEPARATE WRITTEN POLICY" INCLUDES WITHOUT LIMIT ANY PRIVACY POLICY (EXCLUDING THE ADOPTING COMPANY'S HIPAA PRIVACY POLICY), TERMS OF WEBSITE USAGE, AND OTHER SIMILAR TYPES OF POLICIES COMMONLY POSTED ON COMMERCIAL WEBSITES. YOU AGREE THAT THERE ARE NO, AND SHALL BE NO, TERMS OF AGREEMENTS RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT BETWEEN YOU AND ADOPTING COMPANY, OR RELIANCE BY YOU, BASED ON VERBAL DISCUSSIONS, COMMUNICATIONS, CONVERSATIONS AND REPRESENTATIONS. TO THE EXTENT THAT ANY OTHER WRITTEN AGREEMENT RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT ARISES BETWEEN YOU AND ADOPTING COMPANY, YOU AGREE THAT IT SHALL ARISE EXCLUSIVELY BY MEANS OF A WRITTEN OFFER BY YOU TO ADOPTING COMPANY, THE FORM OF WHICH OFFER SHALL BE PROVIDED EXCLUSIVELY BY ADOPTING COMPANY. YOU AGREE THAT ADOPTING COMPANY HAS THE RIGHT TO DETERMINE IN ITS SOLE DISCRETION WHETHER TO ACCEPT, MODIFY, OR REJECT ANY OFFER BY YOU TO ADOPTING COMPANY AND THAT YOU HAVE NOT RELIED IN ANY FASHION OR TO YOUR DETRIMENT, AND WILL NOT RELY, ON ANY DISCUSSIONS WITH, REPRESENTATIONS BY, OR FORMS OF OFFERS SUBMITTED TO YOU BY ADOPTING COMPANY. YOU AGREE THAT ADOPTING COMPANY MAY AT ANY TIME AMEND, WITHDRAW, OR ADD TERMS OF OFFERS AT ANY TIME AS IT SEES FIT IN ITS SOLE DISCRETION. NOTHING IN THIS AGREEMENT OR ANY OTHER WRITTEN AGREEMENT WITH ADOPTING COMPANY SHALL BE CONSTRUED AS CREATING OR IMPLYING ANY RIGHT OF YOU TO AN EXTENSION OR RENEWAL OF ANY AGREEMENT. NO AGREEMENT OR MODIFICATION TO AN AGREEMENT BETWEEN YOU AND ADOPTING COMPANY INCLUDING THE EXTENSION OR RENEWAL OF AN AGREEMENT SHALL ARISE OR BE INFERRED EXCEPT IN THE MANNER DESCRIBED HEREIN.
  - e) EXCEPT AS PROVIDED OTHERWISE TO THE CONTRARY IN THIS AGREEMENT, ADOPTING COMPANY MAY MODIFY OR TERMINATE ANY OF ITS RESOURCES AT ANY TIME, FOR ANY REASON, AT ITS SOLE DISCRETION, AND WITHOUT NOTICE, INCLUDING WITHOUT LIMIT SUBSCRIPTIONS, PRICES, OR BENEFITS, OR UTILIZATION OF ANY OF ITS RESOURCES, EVEN IF UTILIZATION CONTINUES TO BE ALLOWED TO OTHERS.
  - f) UPON SUSPENSION OR TERMINATION OF ANY PORTION OF ADOPTING COMPANY RESOURCES YOU MUST IMMEDIATELY (A) DISCONTINUE ANY UTILIZATION OF THAT PORTION OF THE RESOURCES, AND (B) UNINSTALL AND DESTROY ANY COPIES YOU HAVE MADE OF ANY SUCH PORTION. UTILIZATION OF ADOPTING COMPANY RESOURCES AFTER SUCH TERMINATION, SUSPENSION OR DISCONTINUATION SHALL CONSTITUTE AN ACT OF TRESPASS.
  - g) NO RESOURCE IS INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, LIFE SUPPORT MACHINES OR OTHER EQUIPMENT IN WHICH THE FAILURE OF THE RESOURCE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.
  - h) NEITHER ADOPTING COMPANY NOR ANY INDEPENDENT LOCATION OR AFFILIATE IS AN INSURANCE AGENT OR BROKER, SELLS INSURANCE, OR HAS ANY FINANCIAL INTEREST ASSOCIATED WITH ANY RECOMMENDATIONS REFERENCED HEREIN. IF YOU HAVE QUESTIONS RELATING TO YOUR INSURANCE COVERAGE, YOU SHOULD SPEAK WITH A LICENSED INSURANCE AGENT OR BROKER.
  - i) ANY RESOURCE WHICH CITES TO, LINKS TO, OR REFERENCES ANY THIRD-PARTY RESOURCE OR ENTITY, INCLUDING WITHOUT LIMIT GOVERNMENTAL ENTITY, DOES NOT IMPLY IN ANY RESPECT AN AGREEMENT WITH, ENDORSEMENT OF, OR SUPPORT FOR, THE RESOURCE.
  - j) TO THE EXTENT THAT YOU USE OR RELY ON ANY RESOURCES OF ADOPTING COMPANY THAT CITES TO, LINKS TO, OR REFERENCES ANY LAW OR GOVERNMENTAL ENTITY, YOU AGREE THAT YOU WILL INCLUDE WITHIN THAT RESOURCE NOTICE TO THE EFFECT THAT (1) THE RESOURCE DOES NOT CONSTITUTE LEGAL ADVICE, (2) DOES NOT ESTABLISH A CLIENT-ATTORNEY RELATIONSHIP, (3) ANY QUESTIONS OF A LEGAL NATURE SHOULD BE DIRECTED TO AN ATTORNEY AT LAW, AND (4) ANY REFERENCES TO ANY OTHER ENTITY INCLUDING WITHOUT LIMIT GOVERNMENTAL ENTITY SHALL NOT BE CONSTRUED AS AGREEMENT, ENDORSEMENT, OR SUPPORT BY THE OTHER ENTITY.
- 6) General Provisions
- a) Except where expressly provided in writing to the contrary, all payments to Adopting Company by You for any Resource, including without limit payments for subscriptions, shall be non-refundable.
  - b) Discounts and Special Offers. At no point may You claim more than one discount or special offer with respect to the purchase of a particular Resource. No discount and special offer can be used or claimed in conjunction with any other discount or offer.
  - c) All purchase requests, applicable subscription applications, and other requests for obtaining Resources, are subject to the approval of Adopting Company which Adopting Company may grant or deny for any reason in its sole discretion.

- d) Any waiver of any provision of this Agreement will be effective only if in writing and signed by Adopting Company. Without limiting the foregoing in any way, no waiver of any term or condition of this Agreement shall be deemed a further or continuing waiver of such term or condition, or any other term or condition.
- e) Except where expressly provided in writing to the contrary, You may not assign any term of this Agreement, including without limit interests, rights or obligations under this Agreement. The rights and duties created under this Agreement shall be assignable exclusively by Adopting Company.
- f) You may preserve this Agreement in written form by printing it for Your records, and You waive any requirement that this Agreement be evidenced by a printed document which is signed by you electronically or otherwise.
- g) All terms of this Agreement shall apply to the full extent permitted by law. Should any provision contained in this Agreement be found by a court of competent jurisdiction to be invalid, illegal or unenforceable, or for any reason cease to be binding on any party hereto, the remainder of this Agreement shall continue in full force and effect.
- h) Unless otherwise expressly stated in writing, any Locations or Preferred Vendors listed herein are independent legal entities and no entity referenced herein, including Adopting Company, is an agent of, or authorized to represent or act on behalf of, any other entity. The opinions expressed by Adopting Company do not necessarily reflect the opinions of any other entity. Without limiting this Agreement in any way, the opinions expressed by the drafter of any advisory, brief, or other Resource do not necessarily reflect the opinions of the Adopting Company.
- i) Except where otherwise expressly agreed, this Agreement is solely between Adopting Company and You. No Ancillary Entity shall be construed to be a party to this Agreement. Except where otherwise expressly agreed, You are not authorized to act as an agent, or on behalf of, Adopting Company, and shall at no point represent yourself as an agent of Adopting Company. At no point shall you misrepresent to any third-party your contractual status with Adopting Company.
- j) Except where otherwise expressly agreed, You acknowledge and represent that with respect to any Resources You submit to Adopting Company, directly or indirectly, through its websites or through other means, which are not owned by Adopting Company:
  - i) Such Resources will not be considered confidential or proprietary and Adopting Company is under no obligation to keep such Resources confidential;
  - ii) Adopting Company will have a perpetual, unrestricted, irrevocable, world-wide, royalty-free right to use, communicate, reproduce, publish, display, distribute, and utilize such Resources in any manner or format it chooses. In so doing, Adopting Company shall be permitted, but not required, to include an electronic copy of Your trademark or service mark as such mark may be published on Your website(s) at the time of Adopting Company's reproduction.
  - iii) Unless otherwise expressly and specifically agreed in writing, You hereby authorize Adopting Company as it sees fit in its sole discretion to confer with another, and with legal counsel, agents, and subcontractors, of their choosing, regarding any such Resource. You further authorize such entities to contact You regarding such Resource.
  - iv) Adopting Company shall have no duty to confer with other such entities and make no warranties or representations that any other company can provide any services or consulting to You.
  - v) Such Resources are true and accurate;
  - vi) You have the authority, or have been properly authorized or licensed, to submit such Resources to Adopting Company; and
  - vii) You are not in violation of any state or federal laws in submitting such Resources to Adopting Company.
- k) All Resources are the sole property of Adopting Company. Unless otherwise implied or indicated, Resources are subject to a copyright by Adopting Company. No claim is made to original governmental works. All other rights reserved.
- l) Except where otherwise expressly agreed to the contrary, (1) in the event that You acquire license to Utilize specific Resources, Adopting Company grants You a limited, non-transferable, non-sublicensable, revocable license to use those specific Resources, but only as expressly permitted by Adopting Company; and (2) You agree to keep such Resources, including passwords, strictly confidential and under no condition at any time shall You loan, lease, distribute, transfer, or disclose the Resources or copies thereof to other entities located at other physical sites or to other third-parties, or otherwise decompile, reverse engineer, disassemble, modify, reproduce, republish, resell, translate into any language or computer language, or create derivative works of the Resources or any part thereof.
- m) Except where otherwise expressly agreed, Resources are protected by trade dress, trade secret, unfair competition, and other laws and may not be copied or imitated in whole or in part. All custom graphics, icons, and other items that appear on, or in conjunction with, Resources are trademarks, service marks or trade dress ("Marks") of Adopting Company may not be used by You in any manner without the express written consent of Adopting Company. Except as expressly provided herein, Adopting Company does not grant to You any express or implied rights to Adopting Company's Marks. In the event that You are properly authorized to use such Marks, under no condition shall You continue to use such Marks upon termination of the applicable license agreement.

- n) Resources may be sold or licensed in conjunction with Third-Party Technologies. An additional license agreement between You and Third-Party Technology Companies may be required as a result. As part of Your purchase or Utilization of any Resource, You agree that Adopting Company shall have the right in its sole discretion, and without prior notice to You, to utilize and require any such commercially-available Third-Party Technologies in conjunction with its Resources.
- o) You further agree that You will not audio or video tape or record any discussion or phone conversation with Adopting Company, or any Conference of the Adopting Company, or permit such taping or recording.
- p) Trademarks and Service Marks
  - i) General Rule. Any graphic image or text on the website of Adopting Company which links to or references a company other than Adopting Company may be a service mark or trademark of the respective company. Unless otherwise indicated, other marks contained herein constitute common law service marks of Adopting Company.
  - ii) Windows<sup>®</sup> is a registered trademark of the Microsoft Corporation.
  - iii) CPT<sup>®</sup> is a registered trademark of the American Medical Association. The acronym refers to "Current Procedural Terminology." The "CPT Assistant" is a publication of the AMA and constitutes a compilation of coding guidelines and instructions.
- q) Interpretation. Section titles and headings as well as font styles of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement. Without limiting this Agreement in any fashion, any use of the phrase, "Significant Terms," and other like phrases in this Agreement shall not be construed to indicate that other Terms are not significant. You understand and agree that certain paragraphs and terms appearing in this Agreement including without limit the Sections entitled, "Preamble" and "Preliminary Terms," are clearly intended to constitute duplicate provisions of paragraphs and terms appearing elsewhere in this Agreement, and for purposes of convenience have been placed in more than one location. In the event of a conflict between the terms of such intentionally-duplicated provisions conflict, the conflict shall be resolved as set forth in the provision of this Agreement relating to Collateral Documents and Priority.
- r) Collateral Documents and Priority. You agree that this Document is part of larger series of Agreement documents or parts. Such parts include without limit (1) the Office's Uniform Legal Notice ("Primary Document"), and (2) the following Subdocuments: HIPAA Consent Terms, HIPAA Privacy Policy, General Privacy Policy, and Electronic Communications Consent. In the event You are a Business Associate as defined by HIPAA Rules, Subdocuments further include a Conditional HIPAA Business Associate Agreement. You hereby agree that all Subdocuments enumerated herein are incorporated by reference into the Primary Document, and that together such documents constitute one Agreement (herein, "Uniform Legal Notice," "ULN," "Legal Notice," "Agreement," "Terms and Conditions" and "Terms"). You further agree to all such Terms, including any documents denoted as "Conditional" to the extent such conditional documents apply. You acknowledge that the Uniform Legal Notice, and more specifically the Definitions and Preamble of the Legal Notice properly provides for (1) the identity and scope of Adopting Company, (2) Adopting Company's contact information, (3) domain(s) of Adopting Company's Primary Website(s), and (4) if applicable, the name of any software application(s) through which you might have agreed to these Terms. In the event of a conflict between a term of the Primary Document and a term of a Subdocument, the term of the Subdocument shall have the highest priority and shall supersede and control with respect to the term of the Primary Document. In the event of a conflict between a term of a Subdocument and a term of the same Subdocument or another Subdocument, the Office shall be entitled to enforce either Term at its election. In the event that the applicable Office maintains a separate, independent document or set of provisions ("Independent Document") which are substantially similar to a document or set of terms of this Agreement, and there is a conflict between a term of the Independent Document and a term of this Agreement, the term of the Independent Document shall have the highest priority and shall supersede and control with respect to the term of this Agreement.

## 7) Conference Participation Agreement

- a) "Conference Participation Agreement" shall mean the terms of this section.
- b) This Conference Participation Agreement applies to and governs Your participation in or attendance at any Conference with Adopting Company.
- c) "Conference" shall mean any meeting of two or more individuals including without limit Technology-Enabled Conferences and Conferences held in-person at a hotel or commercial setting or otherwise, irrespective of whether the conference is conducted on a one-on-one basis or in a group setting, scheduled or otherwise.
- d) "Technology-Enabled Conference" shall mean any Conference which is delivered or hosted by means of electronically-related services or technologies including without limit: services and technologies related to telephone, video-conferencing, audio-conferencing, screen sharing, Internet and Intranet connectivity.
- e) "Primary Organizer" shall mean the entity identified as such on Conference marketing materials including without limit Conference web pages located on Adopting Company's Website(s).
- f) Only one (1) login and one (1) electronic connection per registration to a Technology-Enabled Conference is permitted.
- g) Organizers reserve the right for any reason, in their sole discretion, and without notice, to add, cancel, or reschedule Conferences at any time according to registration / reservation demands, or to cancel, terminate, or not approve a Conference registration / reservation, or to close or limit Conferences to any further participation or attendance.
- h) Unless otherwise stated to the contrary by Primary Organizer:

- i) In the event You paid a Conference fee and are unable, with Cause, to attend 75% or more of a scheduled event, You will receive a credit, prorated to the relative amount of time You were able to attend, toward a future event of the Primary Organizer, provided that in cases where the Cause applies specifically and exclusively to Your situation, and not to that of other registrants, participants, or attendees, You provide the Primary Organizer with written notice of Your inability to attend, and the Cause for such inability, within three (3) business days of the event.
  - ii) For the purposes of this section, "Cause" shall include instances where the Conference must be canceled or rescheduled, or a meeting room must be listed as "FULL," by the Primary Organizer. Cause shall also include acts of God or unforeseeable events, including, but not limited to, severe weather conditions, medical conditions, serious illness, accidents, power outages, technical failures, loss of telephone and/or Internet connection, and other events beyond the control of the Primary Organizer or presenter(s) which make the performance of the event impracticable.
- i) The recording of Conferences by participants / attendees by any means is strictly prohibited.
  - j) Organizers reserve the right to record the graphic, text, audio, and video components of any Conference and to re-broadcast or disseminate such recordings as they see fit in their sole discretion. All participants / attendees, as a condition of their participation / attendance, hereby consent to such recording.
  - k) Participants / attendees agree to abide by state and federal laws during said Conferences, including without limit privacy laws, laws regarding defamation, laws regarding collective bargaining, and other state and federal laws.
- 8) Contacting Adopting Company Relating to Questions and Concerns Arising Hereunder
- a) At the time of assent to these Terms, and in conjunction therewith, You agree that Adopting Company has provided you with ample detailed information on how to contact Adopting Company in writing in the event of questions or concerns, now or in the future. You further acknowledge that Adopting Company has made reasonable attempts to provide You with such contact information. In the event of a question or concern relating to Privacy or Electronic Communications, for documentation purposes, written communication is required. Written communications shall be directed to the attention of "Privacy Director" at our Office. All other questions or concerns relating hereto shall be directed to the attention of "Operations Manager" and "Chief Executive Officer" at Adopting Company, including without limit requests for the most current and also archived versions of any Terms to which you have agreed with respect to Adopting Company. You hereby acknowledge that while one or more Legal Entities may maintain copyright interests in this Uniform Legal Notice, and may publish various versions of Uniform Legal Notices, such Legal Entities are not able to answer any questions you may have regarding Adopting Company's represented version of its own Uniform Legal Notice. You agree that questions and concerns arising hereunder shall be communicated in writing exclusively to Adopting Company and that such communications should include sufficiently-detailed information including without limit your name, Your Organization or Other Designated Third-Party as defined herein, your title or role with same, your street address, applicable email address, phone numbers, any applicable transaction numbers associated with your purchase or Utilization of applicable Resource, the identity of Resource (including without limit provision of this Agreement if applicable), and the nature of the Proposed Corporate Use or the question, concern, or dispute.

**APPENDIX A**  
**HIPAA CONSENT TERMS**



**HIPAA CONSENT TERMS  
OF ADOPTING COMPANY AS SET FORTH HEREIN**

Subdocument ID - BIH-ULN-HCT-2019-10-05-01-BCN

[Preamble](#) | [Preliminary Terms](#) | [HIPAA Consent](#) | [HIPAA Privacy](#) | [General Privacy](#) | [Electronic Communications](#)

[Conditional BAA](#) | [Legal Notice](#) | [Legal Notice TOC](#) | Legal Notice (PDF)

You understand that some of Your personal information, including without limit personal health information (herein, "Personal Health Information"), may be used and/or disclosed by the Office to carry out various services including without limit treatment, payment, and other healthcare operations, and that for a more complete description of services, uses, and disclosures, including without limit the method and nature of communications with You and other third-parties, You should refer to the Collateral Documents enumerated herein including without limit [HIPAA Privacy Policy](#), [General Privacy Policy](#), and [Electronic Communications Consent](#). You understand that You may review such Collateral Documents at any time. Consistent with HIPAA rules, You hereby acknowledge actual receipt of all such Collateral Documents, including without limit the HIPAA Privacy Policy.

Regarding HIPAA Rules, You acknowledge that the Office (like many personal injury Payers) in many applicable circumstances does not currently conduct the financial and administrative electronic transactions identified by the U.S. Department of Health and Human Services for which standards have been adopted by the Secretary. While the Office may voluntarily elect to follow certain specific standards set forth under such law, under no circumstances shall such voluntary election be construed to be an adoption of all standards under such law or to be a concession of jurisdiction or oversight authority by any applicable agency to the subject matter herein.

You understand that over time the privacy policies and legal notices of the Office may need to change in accordance with law and that if You wish to obtain a copy of the General Privacy Policy, HIPAA Privacy Policy, or Electronic Communications Consent as revised, You should visit the Designated Location(s) our Office's Primary Website(s) or send a written request to the attention of "Privacy Director" at our Office.

You understand that You may request restrictions on how Your information is used or disclosed to carry out treatment, payment, or healthcare operations, and that You can also revoke this Consent Form, but only to the extent that the Office has not taken action in reliance thereon and also provided that You do so in writing.

You understand that for Your protection, any requests to amend Your Personal Health Information or to access Your medical records must be made in writing.

[Preamble](#) | [Preliminary Terms](#) | [HIPAA Consent](#) | [HIPAA Privacy](#) | [General Privacy](#) | [Electronic Communications](#)

[Conditional BAA](#) | [Legal Notice](#) | [Legal Notice TOC](#) | Legal Notice (PDF)

**APPENDIX B**

**HIPAA PRIVACY POLICY**

**HIPAA PRIVACY POLICY  
OF ADOPTING COMPANY AS SET FORTH HEREIN**

Subdocument ID - BIH-ULN-HPP-2019-10-05-01-BCN

[Preamble](#) | [Preliminary Terms](#) | [HIPAA Consent](#) | [HIPAA Privacy](#) | [General Privacy](#) | [Electronic Communications](#)  
[Conditional BAA](#) | [Legal Notice](#) | [Legal Notice TOC](#) | [Legal Notice \(PDF\)](#)

THIS HIPAA PRIVACY POLICY DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED, HOW YOU CAN GET ACCESS TO THIS INFORMATION, AND THE METHOD AND NATURE OF SUCH COMMUNICATIONS. PLEASE REVIEW IT CAREFULLY.

**COLLATERAL DOCUMENTS AND PRIORITY.** You agree that this Document is part of larger series of Agreement documents or parts. Such parts include without limit (1) the Office's Uniform Legal Notice ("Primary Document"), and (2) the following Subdocuments: HIPAA Consent Terms, HIPAA Privacy Policy, General Privacy Policy, and Electronic Communications Consent. In the event You are a Business Associate as defined by HIPAA Rules, Subdocuments further include a Conditional HIPAA Business Associate Agreement. You hereby agree that all Subdocuments enumerated herein are incorporated by reference into the Primary Document, and that together such documents constitute one Agreement (herein, "Uniform Legal Notice," "ULN," "Legal Notice," "Agreement," "Terms and Conditions" and "Terms"). You further agree to all such Terms, including any documents denoted as "Conditional" to the extent such conditional documents apply. You acknowledge that the Uniform Legal Notice, and more specifically the Definitions and Preamble of the Legal Notice properly provides for (1) the identity and scope of Adopting Company, (2) Adopting Company's contact information, (3) domain(s) of Adopting Company's Primary Website(s), and (4) if applicable, the name of any software application(s) through which you might have agreed to these Terms. In the event of a conflict between a term of the Primary Document and a term of a Subdocument, the term of the Subdocument shall have the highest priority and shall supersede and control with respect to the term of the Primary Document. In the event of a conflict between a term of a Subdocument and a term of the same Subdocument or another Subdocument, the Office shall be entitled to enforce either Term at its election. In the event that the applicable Office maintains a separate, independent document or set of provisions ("Independent Document") which are substantially similar to a document or set of terms of this Agreement, and there is a conflict between a term of the Independent Document and a term of this Agreement, the term of the Independent Document shall have the highest priority and shall supersede and control with respect to the term of this Agreement.

**USE AND DISCLOSURE OF YOUR PERSONAL HEALTH INFORMATION AND OTHER COMMUNICATIONS**

The Office may be required by one or more bodies of law to maintain the privacy and confidentiality of Personal Health Information and to provide you, the Patient, with notice of our legal duties and privacy practices with respect to your Personal Health Information.

**Treatment.** The Office may disclose your Personal Health Information not inconsistent with HIPAA Rules for the purpose of treatment, payment or other healthcare operations. For example, on occasion, it may be necessary to seek consultation regarding your condition from another healthcare provider. It is the policy of the Office to provide a substitute healthcare provider, authorized by our physicians to provide assessment and/or treatment to our patients, without advance notice, in the event of your primary healthcare provider's absence due to vacation, sickness, or other emergency situation. You may also be Referred to another healthcare provider for diagnostic and treatment services. You understand that it is Your right to freely decide if You wish to obtain the services of the Practitioner or Vendor to whom You are Referred by the Office, or alternatively at an independent Practitioner or Vendor of our own choosing. You agree that the Office may communicate and consult with, and disclose your Personal Health Information to, your primary care clinicians and other healthcare providers who may have, or are likely to have, seen you regarding your condition and situation.

**Payment.** The Office may disclose your Personal Health Information to Payers, including without limit accident insurance Payers and their agents and adjusters, as well as to Your Attorney(s) for the purposes of payment and other healthcare operations.

**Healthcare Operations, Including Other Referrals and Communications with You and Designated Third-Parties.**

- You hereby agree that by providing the Office with one or more fax numbers, email addresses, mailing addresses, and/or phone numbers (which may include voice mail service, texting service, etc.), or by subscribing to or downloading any means of sharing communications with the Office by digital means, You are hereby consenting to disclosures of Personal Health Information as well as other communications from the Office through all such means and services. Such communications may include without limit appointment reminders, welcome messages, birthday wishes, newsletters, special offers, follow-up surveys, and other such communications which the Office may deem necessary or appropriate in its sole discretion.
- For those patients who indicate who Referred them for preventive screening, diagnosis or care, the Office shall be authorized to send You "Thank You" notes and other related communications to such Referring person or entity.
- You understand and acknowledge that the arena of accident injury requires highly-unique and specialized knowledge and experience, spanning multiple areas of subject matter expertise. Our commitment in such complex and sometimes adversarial settings is to be familiar with, and also consult with, the different Practitioners and Vendors who provide various forms of assistance to injured patients, and yet who may not be Covered Entities under HIPAA Rules. You hereby authorize the Office to exercise discretion in determining, consistent with Your best interests, those Practitioners and Vendors who demonstrate the requisite level of expertise for handling issues and matters similar to what You may be experiencing, and also to Refer You to, and consult with, such Practitioners and Vendors accordingly.
- You understand that it is Your right to freely decide if You wish to obtain the services of the Practitioner or Vendor to whom You are Referred by the Office, or alternatively at an independent Practitioner or Vendor of our own choosing.

**Worker's Compensation.** The Office may disclose your Personal Health Information as necessary to comply with state Worker's Compensation laws.

**Emergencies.** The Office may disclose your Personal Health Information to notify or assist in notifying a family member or another person responsible for your care about your medical condition or in the event of an emergency or of your death.

**Public Health.** The Office may be required to disclose your Personal Health Information to public health authorities and governmental agencies for any reasonably legitimate purpose including without limit: preventing or controlling disease, injury or disability, reporting child abuse or neglect, reporting domestic violence, reporting to the Food and Drug Administration problems with products and reactions to medications, reporting disease or infection exposure, and filing documents and information related directly or indirectly to the actions of any third-party person or entity relating to the processing of your claims or Charges.

**Judicial and Administrative Proceedings.** The Office may disclose your Personal Health Information in the course of any administrative or judicial proceeding.

**Law Enforcement.** The Office may disclose your Personal Health Information to a law enforcement official for purposes such as identifying or locating a suspect, fugitive, material witness or missing person, complying with a court order or subpoena, and other law enforcement purposes.

**Deceased Person.** The Office may disclose your Personal Health Information to coroners or medical examiners.

**Organ Donation.** The Office may disclose your Personal Health Information to organizations involved in procuring, banking, or transplanting organs and tissues.

**Research.** The Office may disclose your Personal Health Information to researchers conducting research that has been approved by an Institutional Review Board.

**Public Safety.** It may be necessary to disclose your Personal Health Information to appropriate persons in order to prevent or lessen a serious and imminent threat to the health or safety of a particular person or to the general public.

**Specialized Government Agencies.** The Office may disclose your Personal Health Information for military, national security, prisoner and government benefits purposes.

**Change of Ownership.** In the event that the Office, or your account with the Office, is sold to or merged with another organization, your Personal Health Information/record will become the property of the new owner.

#### **Your Personal Health Information Rights**

- You have the right to request restrictions on certain uses and disclosures of your Personal Health Information. Please be advised, however, that the Office is not required to agree to the restriction that you requested.
- You have the right to have your Personal Health Information received or communicated through a supplemental alternative method or sent to an alternative location upon your request.
- You have the right to inspect and copy your Personal Health Information.
- You have the right to request that the Office amends your Personal Health Information. Please be advised, however, that the Office is not required to agree to amend your Personal Health Information. If your request to amend your Personal Health Information has been denied, you will be provided with an explanation of our denial reason(s) and information about how you can disagree with the denial.
- You have a right to receive an accounting of disclosures of your Personal Health Information made by the Office.
- You have a right to a paper copy of this HIPAA Privacy Policy at any time requested.

**Future Amendments to These Terms.** We reserve the right at any time and for any reason to modify the Terms herein. It shall be your responsibility to regularly review the most current or effective Terms as posted and available by means of hyperlinks in the designated location(s) of our primary website(s) and Software Application(s). You understand and agree that continued utilization of the Resources of the Office after such changes have been posted shall constitute acceptance by You of such changes. In the event you are unable to locate the most current or effective version on Our Primary Website(s), You agree that You will notify and contact Our Office as provided herein.

**Questions.** In the event of a question or concern relating to Privacy or Electronic Communications, for documentation purposes, written communication is required. Written communications shall be directed to the attention of "Privacy Director" at our Office.

**Complaints.** Complaints about your rights or how the Office has handled your matter hereunder should be directed in writing to the attention of "Privacy Director" at our Office according to the Terms set forth in our Uniform Legal Notice. If you are not satisfied with the manner in which the Office handles your complaint, the Terms provide for a next step which is to attempt to resolve the dispute in good faith in the form of non-binding mediation. In the event that non-binding mediation is unable to produce a satisfactory result, you may wish to submit a complaint to one or more applicable governmental agencies. You may always choose to file a complaint with one or more applicable agencies in the event of a dispute arising hereunder at any time. Deadlines for submitting Your complaint to a governmental agency may apply. Under no circumstances is any retaliatory action by any third-party including the Office permitted in the event you choose to file a complaint with a governmental agency relating to a matter arising hereunder. Information about filing HIPAA-related complaints can be found at [www.hhs.gov](http://www.hhs.gov) and more specifically at [https://ocrportal.hhs.gov/ocr/cp/complaint\\_frontpage.jsf](https://ocrportal.hhs.gov/ocr/cp/complaint_frontpage.jsf).

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[Conditional BAA](#) | [Legal Notice](#) | [Legal Notice TOC](#) | [Legal Notice \(PDF\)](#)

**APPENDIX C**  
**GENERAL PRIVACY POLICY**

# GENERAL PRIVACY POLICY OF ADOPTING COMPANY AS SET FORTH HEREIN

Subdocument ID - BIH-ULN-GPP-2019-10-05-01-BCN

[Preamble](#) | [Preliminary Terms](#) | [HIPAA Consent](#) | [HIPAA Privacy](#) | [General Privacy](#) | [Electronic Communications](#)  
[Conditional BAA](#) | [Legal Notice](#) | [Legal Notice TOC](#) | [Legal Notice \(PDF\)](#)

THIS GENERAL PRIVACY POLICY RELATING TO PERSONAL INFORMATION DESCRIBES OUR DATA USE AND DISCLOSURE POLICIES IN GENERAL - I.E., ACROSS ALL OF OUR VARIOUS BUSINESS ACTIVITIES AND RESOURCES, NOT JUST THOSE WHICH MAY CONSTITUTE "COVERED ACTIVITIES" UNDER HIPAA. PLEASE READ IT CAREFULLY.

## **Nature of Adopting Company and Its Services**

Hybrid Entity Under HIPAA. In certain settings, situations, or respects, Adopting Company may represent a hybrid entity under HIPAA Rules, providing both covered and non-covered business services and activities. Adopting Company either does, or may, provide any number of services including without limit providing, and coordinating the provision of, (1) healthcare goods and services to patients seeking preventive screening, diagnostic services, and various forms of treatment as defined by HIPAA Rules with special focus on accident injury care in medico-legal arenas, (2) software and application development and licensing related to our services, including without limit multi-stakeholder, Electronic Healthcare Record (EHR) framework and software module development, (3) Vendor accreditation or qualifying services, (4) standards development, (5) Referral services consistent with, e.g., the best interest of the patient or customer relative to preventive screening and medico-legal issues, (6) payment activities and healthcare operations as such are defined by HIPAA Rules, (7) billing, coordination of benefits, balance billing, collection, common fund management, repricing, financial recovery, marketing, and practice management services for various legal entities and persons on related matters and in related industry sectors, (8) utilization review, (9) notes aggregation, selling and purchasing of accounts, and the facilitation of such activities, (10) aggregation, de-identification, and analysis of data, including without limit methods of aggregation and analysis which employ artificial or machine intelligence, and (11) leasing of real and personal property.

Organized Healthcare Arrangement. In certain settings, situations, or respects, Adopting Company may represent or participate in an Organized Healthcare Arrangement under HIPAA where it participates in a clinically-integrated healthcare setting and where patients may receive healthcare from more than one healthcare provider, including without limit Participating Healthcare Provider. This means that when You receive services at a facility or subsidiary of Adopting Company or a facility Referred to You by Adopting Company, You may receive certain professional services from physicians on medical staff and interns who are independent Practitioners relative to Adopting Company, subsidiary, or other facility, who are not employees of Adopting Company, subsidiary, or other facility, and who may own, operate, or work at healthcare entities otherwise not affiliated with Adopting Company or subsidiary.

## **Special Notice - Geographically-Oriented Privacy Laws**

Currently, Adopting Company offers revenue-generating services exclusively through, or to, stores or facilities located within, or intended to serve individuals residing in, defined geographical areas (herein, "Our Service Areas"). The principle reason for such limitation relates to the inherently personal or complex nature of the services themselves. You are responsible for reviewing Adopting Company's Primary Website(s) and being familiar and knowledgeable with Our Service Areas. Our Service Areas do not include (without limit) the following States, regions, or countries (herein, "Areas Outside of Our Service Area"): (1) Australia, (2) California, (3) Canada, (4) European Union, (5) European Economic Area nations, (6) United Kingdom, or any other State, region, or country which may have adopted a geographically-oriented, generally-agnostic, privacy law not directly associated with Our Service Areas, U.S. healthcare, or Children (herein, "Geographically-Oriented Privacy Law").

Additionally, all personal information which is collected and processed by Adopting Company is collected and processed in conjunction with computer servers located in the United States.

All Resources of Adopting Company, to the extent such are made available, are done so with the primary purpose in mind of serving individuals residing within Our Service Area, or local businesses which primarily serve individuals residing within Our Service Area. Our services are not intended for - and we do not direct them to - any individuals or businesses located in an Area Outside of Our Service Area or who/which might be covered by an existing Geographically-Oriented Privacy Law as defined herein. Additionally, we do not knowingly collect personal information from any such person or business.

While it is remotely possible that a resident of an Area Outside of Our Service Area could conceivably Utilize a Resource of Adopting Company, and such Utilization could conceivably result in Adopting Company receiving or using the personal information of such resident, You agree that such an event is highly unlikely, entirely incidental to our primary purpose, and unforeseeable by Us.

Therefore, You acknowledge and agree that if You claim to be a resident of an Area Outside of Our Service Area as defined in a Geographically-Oriented Privacy Law associated with such jurisdiction, or otherwise covered or protected by Geographically-Oriented Privacy Law, prior to purchasing or Utilizing any Resource of Adopting Company, You will send written notification to the attention of "Privacy Director" of the applicable Adopting Company as set forth in the Section of the Uniform Legal Notice relating to contacting Adopting Company of (1) your intent to Utilize the Resource, and (2) your claim of right under the Geographically-Oriented Privacy Law, and will afford Adopting Company an opportunity to review your alleged claim of right and to cure any potential deficiencies associated therewith. Any failure by You in providing advance notice as set forth herein shall constitute a representation by you that you are not in fact a resident of an Area Outside of Our Service Area as defined by the Geographically-Oriented Privacy Law or otherwise covered or protected by such Geographically-Oriented Privacy Law.

## Children Under the Age Of 13

Certain Resources of Adopting Company including its Software Applications, whether intended to operate on mobile devices or not, are not intended for - and We do not knowingly direct them to - anyone under the age of 13. Adopting Company does not knowingly permit the Purchase or Utilization of such Resources by Children under the age of 13. Consistent with Your general duties of confidentiality hereunder, You agree to keep such Resources, including passwords, strictly confidential and under no condition at any time shall You loan, lease, distribute, transfer, or disclose such Resources or copies thereof, to Children under the age of 13, or otherwise aid or facilitate the ability of such Children to Utilize such Resources.

## Nature of Personal Information Collected

Adopting Company collects "Personal Data" as such is defined by General Data Protection Regulation (EU) 2016/679 (GDPR) and explained by official commentary of the European Commission. Such Personal Data includes without limit (1) objective data, subjective data, sensitive data (including without limit Personal Health Information as defined by HIPAA Rules), online identifiers, and location data, (2) personal data derived from the foregoing categories of data, whether derived by methods of artificial intelligence or otherwise.

## Limits on Uses and Disclosures of Personal Information

Subject to HIPAA Rules as applicable and Our HIPAA Privacy Policy, Adopting Company collects, uses, shares, and retains Personal Information to the extent that it reasonably relates directly or indirectly to the Nature of Adopting Company and the provision or facilitation of its services.

**Categories of Third-Parties with Which Personal Information May Be Shared or Exchanged.** Subject to HIPAA Rules as applicable, Our HIPAA Privacy Policy, and other Terms specified herein,

- Adopting Company may disclose Your Personal Information to the following categories of third-parties:
  - Entities relating directly or indirectly to the Nature of Adopting Company and Its Services,
  - To the extent applicable, parent companies, subsidiaries, Licensees, Preferred Vendors, principles, agents, independent contractors, Business Associates, Affiliates, of Adopting Company, including without limit product and service suppliers to Adopting Company
- We will ensure that third-parties to whom we may disclose Personal Information provide at least the same level assurances in their privacy policies as set forth herein.

## Opt-Out Preferences and Instructions

- User Accounts and Designated Electronic Communications
  - If You have a registered account associated with Adopting Company or the Resources of Adopting Company, including without limit the Adopting Company's Primary Website(s) and Software Application(s), to the extent practicable, You will be provided in good faith with reasonable methods of amending Personal Information which We collect, as well as configuring, limiting, and opting-out of the way We collect, use, share, and retain Personal Information. You will also be provided with reasonable ways of opting-out of Designated Electronic Communications with, or from, Adopting Company by following instructions included in conjunction with the communication.
- Cookies
  - General: "Cookies" are usually small text files, given ID tags that are stored on Your Internet browser directory or program data subfolders. Cookies are created when You use your browser to visit a website that uses cookies to keep track of Your movements within the site, help You resume where You left off, remember Your registered login, theme selection, preferences, and other customization functions. The website stores a corresponding file (with same ID tag) to the one it sets in Your browser and in this file it can track and keep information on Your movements within the site and any information You may have voluntarily given while visiting the website, such as email address. Most Internet browsers are initially set to accept "cookies" and allow local storage, but You should be able to change your settings to notify You when a cookie is being set or updated, local storage is being used, and/or to block cookies and/or the use of local storage altogether. Please consult the "Help" section of Your browser for more information. Please note that by blocking any or all cookies, You may not have access to certain features, content and/or other personalization available
  - Google Cookies. Adopting Company uses various Google services including without limit, Google Analytics and Google advertising services. Both of these services either do or may employ cookies to properly operate. Google, Inc. has developed a Google Analytics opt-out browser add-on for those who wish to opt-out of Google Analytics. You can find the opt-out browser add-on by performing an Internet search or visiting the following link: <https://tools.google.com/dlpage/gaoptout/>. You can opt-out or configure Google personalized advertising by performing an Internet search for resources relating to the Google Ads Preference Manager or visiting the following link: <https://adssettings.google.com>.
  - "Do Not Track" Signals: Certain browsers transmit "do-not-track" signals to the websites with which such browsers communicate; however, this feature, and how it is used and activated, varies from browser to browser. Therefore, it is not clear whether the signals are intentionally transmitted by a user, or whether a user is even aware of this. Despite current efforts, there is still disagreement amongst leading Internet standards organizations, industry



groups, technology companies and regulators, concerning what, if anything, websites should do when they receive such signals and no standard has been adopted to date. With respect to “do not track signals,” We currently do not take action in response to these signals, but if a standard is established and accepted, we may reassess how to respond to these signals.

## Collateral Documents and Priority

You agree that this Document is part of larger series of Agreement documents or parts. Such parts include without limit (1) the Office’s Uniform Legal Notice (“Primary Document”), and (2) the following Subdocuments: HIPAA Consent Terms, HIPAA Privacy Policy, General Privacy Policy, and Electronic Communications Consent. In the event You are a Business Associate as defined by HIPAA Rules, Subdocuments further include a Conditional HIPAA Business Associate Agreement. You hereby agree that all Subdocuments enumerated herein are incorporated by reference into the Primary Document, and that together such documents constitute one Agreement (herein, “Uniform Legal Notice,” “ULN,” “Legal Notice,” “Agreement,” “Terms and Conditions” and “Terms”). You further agree to all such Terms, including any documents denoted as “Conditional” to the extent such conditional documents apply. You acknowledge that the Uniform Legal Notice, and more specifically the Definitions and Preamble of the Legal Notice properly provides for (1) the identity and scope of Adopting Company, (2) Adopting Company’s contact information, (3) domain(s) of Adopting Company’s Primary Website(s), and (4) if applicable, the name of any software application(s) through which you might have agreed to these Terms. In the event of a conflict between a term of the Primary Document and a term of a Subdocument, the term of the Subdocument shall have the highest priority and shall supersede and control with respect to the term of the Primary Document. In the event of a conflict between a term of a Subdocument and a term of the same Subdocument or another Subdocument, the Office shall be entitled to enforce either Term at its election. In the event that the applicable Office maintains a separate, independent document or set of provisions (“Independent Document”) which are substantially similar to a document or set of terms of this Agreement, and there is a conflict between a term of the Independent Document and a term of this Agreement, the term of the Independent Document shall have the highest priority and shall supersede and control with respect to the term of this Agreement.

**Future Amendments to These Terms.** We reserve the right at any time and for any reason to modify the Terms herein. It shall be your responsibility to regularly review the most current or effective Terms as posted and available by means of hyperlinks in the designated location(s) of our primary website(s) and Software Application(s). You understand and agree that continued utilization of the Resources of the Office after such changes have been posted shall constitute acceptance by You of such changes. In the event you are unable to locate the most current or effective version on Our Primary Website(s), You agree that You will notify and contact Our Office as provided herein.

**Questions.** In the event of a question or concern relating to Privacy or Electronic Communications, for documentation purposes, written communication is required. Written communications shall be directed to the attention of “Privacy Director” at our Office.

**Complaints.** Complaints about your rights or how the Office has handled your matter hereunder should be directed in writing to the attention of “Privacy Director” at our Office according to the Terms set forth in our Uniform Legal Notice. If you are not satisfied with the manner in which the Office handles your complaint, the Terms provide for a next step which is to attempt to resolve the dispute in good faith in the form of non-binding mediation. In the event that non-binding mediation is unable to produce a satisfactory result, you may wish to submit a complaint to one or more applicable governmental agencies. You may always choose to file a complaint with one or more applicable agencies in the event of a dispute arising hereunder at any time. Deadlines for submitting Your complaint to a governmental agency may apply. Under no circumstances is any retaliatory action by any third-party including the Office permitted in the event you choose to file a complaint with a governmental agency relating to a matter arising hereunder. Information about filing HIPAA-related complaints can be found at [www.hhs.gov](http://www.hhs.gov) and more specifically at [https://ocrportal.hhs.gov/ocr/cp/complaint\\_frontpage.jsf](https://ocrportal.hhs.gov/ocr/cp/complaint_frontpage.jsf).

[Preamble](#) | [Preliminary Terms](#) | [HIPAA Consent](#) | [HIPAA Privacy](#) | [General Privacy](#) | [Electronic Communications](#)

[Conditional BAA](#) | [Legal Notice](#) | [Legal Notice TOC](#) | [Legal Notice \(PDF\)](#)

**APPENDIX D**

**ELECTRONIC COMMUNICATIONS CONSENT**

RELATING TEXT MESSAGES,  
AUTO-DIALED CALLS, AND OTHER FORMS OF  
ELECTRONIC COMMUNICATION

## ELECTRONIC COMMUNICATIONS CONSENT OF ADOPTING COMPANY AS SET FORTH HEREIN

Subdocument ID - BIH-ULN-ECC-2019-10-05-01-BCN

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[Conditional BAA](#) | [Legal Notice](#) | [Legal Notice TOC](#) | [Legal Notice \(PDF\)](#)

**IMPORTANT.** BY FULLY AGREEING TO OUR ELECTRONIC COMMUNICATIONS CONSENT, YOU ARE AUTHORIZING ADOPTING COMPANY TO (A) TO DELIVER OR CAUSE TO BE DELIVERED TO YOU IMPORTANT HEALTHCARE-RELATED COMMUNICATIONS THROUGH ELECTRONIC MEANS (INCLUDING WITHOUT LIMIT (1) TEXT MESSAGES TO YOUR MOBILE DEVICE(S) AND (2) TELEMARKETING CALLS USING AN AUTOMATIC TELEPHONE DIALING SYSTEM OR AN ARTIFICIAL OR PRERECORDED VOICE); AND (B) TO DELIVER OR CAUSE TO BE DELIVERED TO YOU COMMUNICATIONS WHICH ARE DEEMED TO BE NON-HEALTHCARE-RELATED BY SUCH MEANS. YOU ARE NOT REQUIRED TO FULLY CONSENT THIS AGREEMENT AS A CONDITION OF PURCHASING OR UTILIZING ANY RESOURCES OF ADOPTING COMPANY, BUT ARE HEREBY PERMITTED TO “OPT OUT” OF RECEIVING DESIGNATED ELECTRONIC COMMUNICATIONS AS DEFINED HEREIN AT THE TIME OF YOUR PURCHASE AND THEREAFTER.

**Definitions.** For the purposes of this Document:

- 1) “Designated Electronic Communications” shall mean Text Messages and Robotic Communications not specifically requested by You which (a) on their face are entirely or virtually-entirely about selling or marketing a Resource of Adopting Company in conjunction with a price, discounted or otherwise, which is manifested in the communication itself and (b) do not entail, link to, or lead to, any medico-legal information whatsoever which is reasonably-likely to have value to the recipient of the communication.
- 2) “Electronic Communication” shall mean any form of technological facilitation of in-person discussion, discussion entailing artificial intelligence, or pre-recorded content involving digital or analog technology including without limit email, social media newsgroups and messaging, text messaging, chat rooms, chat discussion, chatbots, audio-video conferencing, instant messaging, telephone, mobile device, fax transmissions, and any other related forms of digital or analog technology.
- 3) “Robotic Communications” shall mean telemarketing calls using an automatic telephone dialing system or an artificial or prerecorded voice.
- 4) “Text Messages” shall mean written and audio-visual communications entailing any text message applications on Your mobile device, including without limit default text message application.

### General Terms

- 1) Except as provided in our HIPAA Privacy Policy, in any communication with, from, or involving Adopting Company or the Resources of Adopting Company, You hereby consent to any form of Electronic Communication as defined herein.
- 2) YOU ARE NOT REQUIRED TO FULLY CONSENT TO THIS AGREEMENT AS A CONDITION OF PURCHASING OR UTILIZING ANY RESOURCES OF ADOPTING COMPANY, BUT ARE HEREBY PERMITTED TO “OPT OUT” OF RECEIVING DESIGNATED ELECTRONIC COMMUNICATIONS AS DEFINED HEREIN AT THE TIME OF YOUR PURCHASE AND THEREAFTER.
- 3) Data Rates. You understand and agree that even though unlimited Electronic Communication plans have become more common, some users including potentially You may have to pay a small fee to Your Electronic Communications provider per communication event.

### Nature of Adopting Company and Its Services

Hybrid Entity Under HIPAA. In certain settings, situations, or respects, Adopting Company may represent a hybrid entity under HIPAA Rules, providing both covered and non-covered business services and activities. Adopting Company either does, or may, provide any number of services including without limit providing, and coordinating the provision of, (1) healthcare goods and services to patients seeking preventive screening, diagnostic services, and various forms of treatment as defined by HIPAA Rules with special focus on accident injury care in medico-legal arenas, (2) software and application development and licensing related to our services, including without limit multi-stakeholder, Electronic Healthcare Record (EHR) framework and software module development, (3) Vendor accreditation or qualifying services, (4) standards development, (5) Referral services consistent with, e.g., the best interest of the patient or customer relative to preventive screening and medico-legal issues, (6) payment activities and healthcare operations as such are defined by HIPAA Rules, (7) billing, coordination of benefits, balance billing, collection, common fund management, repricing, financial recovery, marketing, and practice management services for various legal entities and persons on related matters and in related industry sectors, (8) utilization review, (9) notes aggregation, selling and purchasing of accounts, and the facilitation of such activities, (10) aggregation, de-identification, and analysis of data, including without limit methods of aggregation and analysis which employ artificial or machine intelligence, and (11) leasing of real and personal property.

Organized Healthcare Arrangement. In certain settings, situations, or respects, Adopting Company may represent or participate in an Organized Healthcare Arrangement under HIPAA where it participates in a clinically-integrated healthcare setting and where patients may receive healthcare from more than one healthcare provider, including without limit Participating Healthcare Provider. This means that when You receive services at a facility or subsidiary of Adopting Company or a facility Referred to You by Adopting Company, You may receive certain professional services from physicians on medical staff and interns who are independent Practitioners relative to Adopting Company, subsidiary, or other facility, who are not employees of Adopting Company, subsidiary, or other facility, and who may own, operate, or work at healthcare entities otherwise not affiliated with Adopting Company or subsidiary.

**Common Types Electronic Communications.** The following represent the common types of Electronic Communications which Adopting Company transmit to You: Confirmations, reminders, updates, results, instructions, referrals, and information relating to Our Resources, including without limit:

- Appointments
- Exams, Diagnostic Services, Screenings, Treatment
- Prescriptions
- Preferred Vendors and Preferred Vendor Resources
- Payers
- Shared Rides
- Self-Help Resources and Guides
- Employee Benefits
- “Good Will” Communications, e.g., Birthday and Holiday Wishes, Thank You Messages, Etc.
- Upcoming Events and Conferences

**Collateral Documents and Priority.** You agree that this Document is part of larger series of Agreement documents or parts. Such parts include without limit (1) the Office’s Uniform Legal Notice (“Primary Document”), and (2) the following Subdocuments: HIPAA Consent Terms, HIPAA Privacy Policy, General Privacy Policy, and Electronic Communications Consent. In the event You are a Business Associate as defined by HIPAA Rules, Subdocuments further include a Conditional HIPAA Business Associate Agreement. You hereby agree that all Subdocuments enumerated herein are incorporated by reference into the Primary Document, and that together such documents constitute one Agreement (herein, “Uniform Legal Notice,” “ULN,” “Legal Notice,” “Agreement,” “Terms and Conditions” and “Terms”). You further agree to all such Terms, including any documents denoted as “Conditional” to the extent such conditional documents apply. You acknowledge that the Uniform Legal Notice, and more specifically the Definitions and Preamble of the Legal Notice properly provides for (1) the identity and scope of Adopting Company, (2) Adopting Company’s contact information, (3) domain(s) of Adopting Company’s Primary Website(s), and (4) if applicable, the name of any software application(s) through which you might have agreed to these Terms. In the event of a conflict between a term of the Primary Document and a term of a Subdocument, the term of the Subdocument shall have the highest priority and shall supersede and control with respect to the term of the Primary Document. In the event of a conflict between a term of a Subdocument and a term of the same Subdocument or another Subdocument, the Office shall be entitled to enforce either Term at its election. In the event that the applicable Office maintains a separate, independent document or set of provisions (“Independent Document”) which are substantially similar to a document or set of terms of this Agreement, and there is a conflict between a term of the Independent Document and a term of this Agreement, the term of the Independent Document shall have the highest priority and shall supersede and control with respect to the term of this Agreement.

**Future Amendments to These Terms.** We reserve the right at any time and for any reason to modify the Terms herein. It shall be your responsibility to regularly review the most current or effective Terms as posted and available by means of hyperlinks in the designated location(s) of our primary website(s) and Software Application(s). You understand and agree that continued utilization of the Resources of the Office after such changes have been posted shall constitute acceptance by You of such changes. In the event you are unable to locate the most current or effective version on Our Primary Website(s), You agree that You will notify and contact Our Office as provided herein.

**Questions.** In the event of a question or concern relating to Privacy or Electronic Communications, for documentation purposes, written communication is required. Written communications shall be directed to the attention of “Privacy Director” at our Office.

**Complaints.** Complaints about your rights or how the Office has handled your matter hereunder should be directed in writing to the attention of “Privacy Director” at our Office according to the Terms set forth in our Uniform Legal Notice. If you are not satisfied with the manner in which the Office handles your complaint, the Terms provide for a next step which is to attempt to resolve the dispute in good faith in the form of non-binding mediation. In the event that non-binding mediation is unable to produce a satisfactory result, you may wish to submit a complaint to one or more applicable governmental agencies. You may always choose to file a complaint with one or more applicable agencies in the event of a dispute arising hereunder at any time. Deadlines for submitting Your complaint to a governmental agency may apply. Under no circumstances is any retaliatory action by any third-party including the Office permitted in the event you choose to file a complaint with a governmental agency relating to a matter arising hereunder. Information about filing HIPAA-related complaints can be found at [www.hhs.gov](http://www.hhs.gov) and more specifically at [https://ocrportal.hhs.gov/ocr/cp/complaint\\_frontpage.jsf](https://ocrportal.hhs.gov/ocr/cp/complaint_frontpage.jsf).

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[Conditional BAA](#) | [Legal Notice](#) | [Legal Notice TOC](#) | [Legal Notice \(PDF\)](#)

**APPENDIX E**

**CONDITIONAL HIPAA BUSINESS ASSOCIATE AGREEMENT**

APPLIES IN THE EVENT THAT YOU  
ARE A BUSINESS ASSOCIATE OF ADOPTING  
COMPANY UNDER HIPAA RULES

**CONDITIONAL HIPAA BUSINESS ASSOCIATE AGREEMENT  
OF ADOPTING COMPANY AS SET FORTH HEREIN**

Subdocument ID - BIH-ULN-BAA-2019-10-05-01-BCN

[Preamble](#) | [Preliminary Terms](#) | [HIPAA Consent](#) | [HIPAA Privacy](#) | [General Privacy](#) | [Electronic Communications](#)

[Conditional BAA](#) | [Legal Notice](#) | [Legal Notice TOC](#) | [Legal Notice \(PDF\)](#)

1) General Provisions

- a) This Conditional HIPAA Business Associate Agreement (herein, "Business Associate Agreement" and "Conditional BAA") is made between You (herein, "Business Associate") and Adopting Company (herein, "Covered Entity"), but only to the extent that (1) Adopting Company actually constitutes a Covered Entity in the applicable context as defined by HIPAA Rules, and (2) the goods or services You are contracted or requested to provide to Adopting Company are expressly identified by HIPAA Rules as a business activity requiring a Business Associate Agreement. To the extent a business associate relationship is made, this Business Associate Agreement modifies the terms of that relationship.
- b) The form of this Conditional HIPAA Business Associate Agreement is derived from the Sample Business Associate Agreement published by the U.S. Dept. of Health & Human Services ("HHS") on its website as of Feb. 6, 2019 at the URL, <https://www.hhs.gov/hipaa/for-professionals/covered-entities/sample-business-associate-agreement-provisions/index.html>. In the event of a conflict between a term of this Conditional HIPAA Business Associate Agreement and a term of a revised Sample subsequently published by the HHS on its website, the term of the HHS sample shall supersede and control with respect to the term of this Conditional HIPAA Business Associate Agreement. For the purposes of this Agreement, provisions suggested by the Sample, but not required to be adopted, shall not serve as the basis for finding a conflict.
- c) All citations to provisions of the HIPAA Rules shall mean the applicable provisions as such are modified from time to time, including without limit, renumbered by the Secretary.

2) Definitions

- a) Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Healthcare Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Personal Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Personal Health Information, and Use.
- b) Specific definitions:
  - i) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103.
  - ii) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.
  - iii) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - iv) Primary Services Agreement. "Primary Services Agreement" shall mean the terms of the underlying agreement between Covered Entity and Business Associate.

3) Obligations and Activities of Business Associate

- a) Business Associate agrees to:
  - i) Not use or disclose Personal Health Information other than as permitted or required by the Agreement or as required by law;
  - ii) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Personal Health Information, to prevent use or disclosure of Personal Health Information other than as provided for by the Agreement;
  - iii) Report to Covered Entity any use or disclosure of Personal Health Information not provided for by the Agreement of which it becomes aware, including breaches of unsecured Personal Health Information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
  - iv) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit Personal Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
  - v) Make available Personal Health Information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
  - vi) Make any amendment(s) to Personal Health Information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

- vii) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
  - viii) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- b) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
- 4) Permitted Uses and Disclosures by Business Associate
- a) Business Associate may only use or disclose Personal Health Information as necessary to perform the services set forth in the Primary Services Agreement. Without limiting the Primary Services Agreement in any fashion, Business Associate shall not be authorized to use or disclose aggregated data, identified or de-identified, in any manner which is inconsistent with its duties of non-disclosure and non-competition.
  - b) Business Associate may use or disclose Personal Health Information as required by law.
  - c) Business Associate agrees to make uses and disclosures and requests for Personal Health Information consistent with Covered Entity's minimum necessary policies and procedures.
  - d) Business Associate may not use or disclose Personal Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.
- 5) Term and Termination
- a) Term. The Term of this Agreement shall be effective as of the Effective Date of the Primary Services Agreement and shall terminate upon the termination of the Primary Services Agreement.
  - b) Obligations of Business Associate Upon Termination.
    - i) Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity all Personal Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Personal Health Information.
  - c) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.
- 6) Miscellaneous
- a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
  - b) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

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