MEDICAL WEB TECHNOLOGIES, LLC TERMS OF USE

MWT is the developer and owner of a proprietary Internet-based service that, among other functions, collects, processes, formats, stores and distributes patient medical information, scheduling information, and quality assurance information ("Service"). THE SERVICE THAT MWT PROVIDES TO YOU IS SUBJECT TO THE FOLLOWING TERMS OF USE. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. IN COMPLIANCE WITH THE CHILDREN’S ONLINE PRIVACY PROTECTION ACT, YOU MUST BE EIGHTEEN (18) YEARS OF AGE OR OLDER TO SUBMIT PERSONAL MEDICAL DATA AND INFORMATION. IN UTILIZING THIS SERVICE, YOU REPRESENT THAT YOU ARE OVER EIGHTEEN (18) YEARS OF AGE. BY CLICKING ON THE “I ACCEPT” BUTTON BELOW, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND ACCEPT THE FOLLOWING TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, YOU MAY NOT ACCESS THIS SITE OR UTILIZE ANY OF THE SERVICES PROVIDED ON OR THROUGH THIS SITE.

ARTICLE 1 — GENERAL

1.1 Access and Use of Service by Patient. MWT shall provide to you the non-exclusive right to access the Service through MWT's website. The Service will process medical data you input ("Processed Data"), for the limited purpose of maintenance and storage of your medical records. “Patient(s)" shall mean individuals like yourself and/or the legal guardians thereof, who utilize the Service; and the term “Patient Medical Data” shall mean your medical data and information as entered into the Service pursuant to the terms and conditions provided herein and which, upon authorization, will be shared with other healthcare providers.

1.2 Information and Instructions to be Provided to the Patients. Information and instructions for inputting your Patient Medical Data into the Service are set forth on the website, and are in addition to those instructions already provided to you.

1.3 Limitations of Service. You are solely responsible for all equipment, software and connections to the Internet required to gain access to MWT's website.

1.4 Verification of Accuracy and Completeness of Patient Medical Data. The Service provides functionality that permits you to verify the accuracy and completeness of your Patient Medical Data. You shall be responsible for the accuracy and completeness of your inputted Patient Medical Data and Processed Data. MWT is not responsible for the accuracy and completeness of all Processed Data, and for verifying such Processed Data with you.

ARTICLE 2 — SECURITY AND DATA RIGHTS

2.1 Integrity and Confidentiality of Patient Medical Data and Processed Data. MWT shall deploy commercially reasonable and available security measures to protect the integrity and confidentiality of your Patient Medical Data and Processed Data.

2.2 Security. You ensure that you will: (a) be responsible for the security and/or use of your user id and password; (b) not permit any other person or entity to use your user id and password; and (c) access and use the Service in accordance with these Terms of Use and all applicable local, state, and federal laws and regulations. You shall also be responsible for: (d) your obligations under these Terms of Use and the restrictions set forth in these Terms of Use; and (e) your use of the Service. MWT reserves the right to deny or revoke access to the Service, in whole or in part, if MWT reasonably believes that you are in breach of these Terms of Use or are otherwise using or accessing the Service inconsistent with the Terms of Use.

2.3 Ownership and Use of Patient Medical Data. You own and retain all right, title and interest in and
to all of your Patient Medical Data and MWT shall obtain no other interest whatsoever in such Patient Medical Data, except as otherwise expressly provided herein. Provided that MWT obtains prior authorization in writing or electronic form, and in compliance with applicable law, including the Health Insurance Portability and Accountability Act of 1996 and all regulations pertaining thereto (collectively, “HIPAA”), from you, MWT may use your Patient Medical Data or Processed Data in connection with, or disclose your Patient Medical Data or Processed Data to, other MWT clients.

ARTICLE 3 — PROPRIETARY RIGHTS

3.1 MWT Materials. All materials, including without limitation, the Service, any computer software, web pages, web-based applications, Internet domain names, data or information developed or provided by MWT, and any ideas, know-how, methodologies, equipment or processes conceived, developed or used to provide the Service or other deliverables or services including, without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights related to such materials (collectively, “MWT Materials”) shall be and remain the sole and exclusive property of MWT.

3.2 General Restrictions. Commercial use of this Service is prohibited. Except as otherwise provided in these Terms of Use, you shall not: (a) provide, disclose, divulge or make available to or permit use of the Service by any third party; (b) copy or reproduce all or any part of the Service (except as expressly provided for herein); (c) interfere, or attempt to interfere, with the Service in any way; (d) distribute, market, sell, lease, transfer, license or sublicense the Service; (e) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Service, or discover or attempt to discover the source code of all or any portion of the Service in any way for any reason; (f) engage in spamming, mailbombing, spoofing or any other fraudulent, illegal or unauthorized use of the Service or MWT's systems; (g) introduce into or transmit through the Service any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design; (h) attempt to provide or create a link to the Service, except as authorized by MWT; (i) create any frames at any other web sites pertaining to or using any of the information provided by the Service; or (j) engage in or allow any action involving the Service that is inconsistent with these Terms of Use.

ARTICLE 4 — FEES

4.1 Fees. Use of the Service is at no charge.

ARTICLE 5 — TERM AND TERMINATION

5.1 Term. These Terms of Use will commence as soon as you access and use the service and continue for the duration of your access and use.

5.2 Termination by MWT. MWT shall have the right to terminate your access to all or part of this site at anytime, with or without notice.

ARTICLE 6 — WARRANTIES

6.1 Patient’s Warranties. You represent and warrant to MWT that you have the capacity to understand and accept these terms. Furthermore, you represent and warrant that you are not accessing the service under misrepresentation or false identification. If you are inputting Patient Medical Data on behalf of another, you warrant and represent that you have the right to be binding to that other person.

6.2 DISCLAIMER. MWT AND ITS AFFILIATES, SUBCONTRACTORS AND THIRD PARTY LICENSORS, IF ANY, MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS,
IMPLIED OR STATUTORY REGARDING OR RELATING TO THE SERVICE PROVIDED TO YOU UNDER THIS AGREEMENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MWT SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. THE SERVICE IS PROVIDED “AS IS, AND WITH ALL FAULTS.” MWT DOES NOT GUARANTEE THAT YOUR ACCESS TO THE SERVICE PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED, ERROR FREE OR SECURE. MWT IS NOT A HEALTH SERVICES PROVIDER AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO YOU OF THE SERVICE REGARDING THE COMPLETENESS OR ACCURACY OF THE PATIENT MEDICAL DATA YOU ENTER OR PROCESSED DATA, NOR ANY INTERPRETATION, MEDICAL DECISION OR COURSE OF MEDICAL TREATMENT RELATED THERETO. FURTHER, MWT DOES NOT WARRANT TO YOU THE AVAILABILITY OF THE SERVICE AT ALL TIMES AND SPECIFICALLY EXCLUDES AVAILABILITY DURING SCHEDULED DOWNTIME FOR MAINTENANCE PURPOSES, UNSCHEDULED MAINTENANCE AND SYSTEM OUTAGES, AND/OR AVAILABILITY OF THE SERVICE FOR REASONS BEYOND MWT’S CONTROL.

ARTICLE 7 — LIMITATION OF LIABILITY

7.1 MWT AND ITS AFFILIATES, SUBCONTRACTORS AND THIRD PARTY LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF OR DAMAGE TO YOUR PATIENT MEDICAL DATA, COST OF COVER, DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SERVICE UNDER THESE TERMS OF USE, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORT, INCLUDING NEGLIGENCE, EVEN IF MWT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, MWT WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY ANY DELAY IN DELIVERY OR FURNISHING ACCESS TO THE SERVICE UNDER THESE TERMS OF USE. SINCE THE SERVICE IS PROVIDED TO YOU AT NO CHARGE, MWT SHALL NOT BE LIABLE UNDER THESE TERMS OF USE FOR ANY DAMAGES OF ANY KIND.

ARTICLE 8 — INDEMNIFICATION

8.1 Patient. MWT does not have any responsibility for your medical treatment or care. You shall indemnify, defend and hold harmless MWT, its directors, officers, employees, agents, successors and assigns and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, arising out of or relating to: (a) any injury resulting from the use of your Patient Medical Data or Processed Data; (b) any claim that your Patient Medical Data and/or Processed Data is inaccurate or incomplete; (c) any non-compliance with the terms of Section 1.4; (d) claims that content or information provided by you infringes the intellectual property rights of a third party; or (e) any breach of these Terms of Use by you.

ARTICLE 9 — PRIVACY AND CONFIDENTIALITY

9.1 One Medical Passport Privacy Policy. MWT’s One Medical Passport Privacy Policy is provided at the One Medical Passport website. By agreeing to these Terms of Use, you acknowledge that you have had prior access and agree to the terms of the Privacy Policy. You further acknowledge and agree that the terms of the Privacy Policy may be updated by MWT from time to time, and that such updated Privacy Policy terms shall be incorporated into these Terms of Use.

9.2 Privacy Terms. MWT acknowledges that in carrying out its obligations under these Terms of Use, MWT and its subcontractors, employees, affiliates, agents, or representatives may have access to your medical records and health information. MWT will take all reasonable precautions necessary to safeguard
the confidentiality of your Patient Medical Data and Processed Data, which will in no event be less than a reasonable degree of care. MWT agrees to use reasonable efforts to comply with any local, state or federal law and regulations governing the privacy and confidentiality of the content of your Patient Medical Data and/or Processed Data including, without limitation, HIPAA.

ARTICLE 10 — MISCELLANEOUS

10.1 Waiver and Severability. Any waiver or modification of these Terms of Use will not be effective unless executed in writing and signed by you and MWT. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under these Terms of Use will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement. If any provision of these Terms of Use is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of the Terms of Use.

10.2 Governing Law; Jurisdiction. These Terms of Use will be interpreted and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles. All disputes arising out of these Terms of Use shall be brought only in the district and federal courts located in Norfolk County, Massachusetts. EACH PARTY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, LOCATED IN NORFOLK COUNTY, MASSACHUSETTS.