

Terms of Use

These terms of use (these “Terms”) apply to visitors of our websites mBodylogic.com and mBodylogic.net, as well as registered users of our MBodylogic.com and branded information and technology services including mobile applications (our “Services”). Please review these Terms carefully. Please also review our Privacy Policy, which explains how our Services treat your personal data and protect your privacy when you use our Services. By accessing our Services, you are agreeing to these Terms and our Privacy Policy.

1. Accessing our Services

1.1 Public Services

We may make some Services available without registering or obtaining a password. We call these “Public Services.” You may make personal, non-commercial use of the Public Services so long as you comply with these Terms. This personal use includes linking to general health information appearing in the Public Services, provided you do not represent yourself as an employee, agent or representative of Mind Body Logic, LLC (MBL). Personal use also includes temporary caching by your browser or a proxy server.

If you operate a free, public search engine that has made a public commitment to adhering to the robots.txt protocol, together with our Sitemaps and Crawl-delay directive (collectively, the “Protocol”), you may crawl, index and publish hyperlinks (including so-called “deep links”) to the Public Services, so long as (i) you do so in compliance with the Protocol instructions published in applicable locations on our Services, (ii) you do not directly or indirectly receive remuneration in connection with the provision or display of said hyperlinks and cached pages, and (iii) if your user-agent is disallowed by us in our Protocol instructions or we otherwise notify you in writing, you shall cease all crawling of our Services. We call such a free, public search engine satisfying the requirements of clauses (i) through (iii), a “Public Search Engine,” and the Public Search Engine’s combined performance of clauses (i) through (iii), collectively, “Public Search Services.” We may revoke the foregoing authorizations at any time as indicated in our Protocol instructions.

We reserve all rights not expressly granted to you. This means that if you wish to use the Public Services in a way that is not authorized above, you must receive our permission prior to such use.

1.2 Protected Services

Some of our Services are protected by technical measures intended to safeguard the confidentiality, integrity and accessibility of sensitive information our users store and share using our Services. We call these “Protected Services.” One such safeguard is requiring each user to be properly authenticated by obtaining from us a unique username (and, if applicable, a unique practice identifier), password, API key or other means of authorization (which we call, “Credentials”). In order to obtain Credentials, you must provide certain information about yourself. If you are registering for a Protected Service, or accessing or using, or attempting to access or use, a Protected Service on behalf of, or for the benefit of, someone other than yourself – such as your employer, client or customer (each, a “Principal”) – you must also identify and provide information about each Principal.

If you sign up for one of our Protected Services you may be asked to agree to a user agreement (your “User Agreement”). In such cases, you will be asked to expressly consent to your User Agreement, for example, by checking a box or clicking on a button with terms such as “I agree” or “Create my EHR” or the like. In the event of a conflict between the terms of your User Agreement and of these Terms, the terms of your User Agreement shall control.

Your Credentials are unique to you. You should immediately notify us at support@mbodylogic.com if your Credentials have been stolen or compromised. You are responsible for all activities that occur under your Credentials until you have properly notified us. Further, you represent, warrant and covenant that:

1. The information you submit in obtaining your Credentials is complete and accurate and identifies you and the name of each of your Principals;
2. You will not share your Credentials with anyone else;
3. You will not circumvent, or attempt to circumvent, any technical measures we have put in place to safeguard the Protected Services;
4. You will not, without our prior written approval, access or use, or attempt to access or use, any portion of the Protected Services other than with (i) a commercial browser (such as Chrome, Internet Explorer or Mozilla Firefox), (ii) an application made for mobile or handheld device(s) that is developed and distributed by us, or (iii) our application programming interface ("API") using Credentials issued to you directly by us, and only us; and
5. You will not access or use, or attempt to access or use, a Protected Service without validly-issued active Credentials.
6. We reserve the right to suspend or terminate your access to any Protected Service at any time, with or without cause or notice. We shall not be liable to you in any way if we suspend or terminate your access to a Protected Service or our Services.

1.3 Additional Safeguards

To further protect the confidentiality, integrity and availability of the information housed and shared on our Services, as well as the stability of our Services, you agree to the following additional safeguards. Accordingly, you agree that you will not, nor will you attempt to:

access, use or disseminate our Services, nor any information or files accessible via our Services, in a manner that violates any applicable law or regulation or the rights of any individual or entity;

sell or transfer any information included in our Services or use such information to market any product or service – including by sending, or facilitating the sending of, unsolicited emails or SPAM;

probe, scan or test the vulnerability of our Services, or of the system or network supporting our Services, or circumvent any security or authentication measures;

disable, bypass, defeat, avoid, remove, deactivate or otherwise circumvent any technical measures we have implemented to safeguard the stability of our Services, or the confidentiality, integrity or availability of any information, content or data hosted or housed on our Services;

introduce to our Services any software, code or other device that in any way (i) permits unauthorized access to our systems or any software, hardware, files or data located thereon, (ii) disables or damages or otherwise interferes with or adversely affects the operation of our systems or any software, hardware, files or data located thereon, or (iii) overburdens or interferes with the proper functioning of our services;

disassemble, decompile or reverse engineer our Services or Software;

harvest, retrieve, index or publish any portion of our Services unless you are a Public Search Engine engaging in Public Search Services;

disable or circumvent our API usage safeguards, including safeguards designed to regulate the nature or amount of data you are permitted to extract from our Services, or the frequency of which you may access such data; or make calls to our API other than those authorized in our API documentation;

remove any copyright, trademark or other proprietary rights notices contained in or on our System or Services; or

engage in any activity other than those expressly permitted in these Terms and your User Agreement(s).

1.4 Use of the Services by and on behalf of Minors

You are not eligible to use our Services (including obtaining a Credential or entering into a User Agreement) unless you are at least 13 years old and otherwise have the legal capacity to enter into a binding contract in your jurisdiction. If you are an unemancipated minor over the age of 13, you may only use our Services if such use has been approved of by your parent or legal guardian, you use our Services under his or her supervision, and he or she has agreed to these Terms (and, if applicable, your User Agreement) on your behalf.

If you are the parent or guardian of an unemancipated minor, you may use the Services and enter into a User Agreement on behalf of such minor. By doing so, you represent and warrant that you have the legal capacity to act on behalf of such minor; and you acknowledge and agree, in such capacity, that all

provisions of these Terms (and User Agreement, if applicable) that applicable to you are equally applicable to such minor.

Under no circumstances may our Services be used by a child under 13 years old.

1.5 United States

Access to our Services is administered in the United States (“US”) and is intended for users in the US. You may not use our Services in any jurisdiction where offering, accessing or using our Services would be illegal or unlawful.

2. Nature of the Content Appearing on our Services

2.1 Overview

Our Services may include text, data, graphics, images, video or other content (collectively, “Content”) created by us or third parties, including other users, professionals, partners, advertisers, sponsors, consumers and governmental agencies. The Content is provided for general informational purposes, but should not be relied upon for personal, professional, medical or regulatory decisions. And we cannot ensure the completeness, timeliness or accuracy of the Content.

2.2 Blog Posts; Ratings; Surveys; Comments; User-Submitted Content

Our Services are mostly of a private, member only health information technology intended for use by physicians and healthcare providers of all types and their patients. However, we may allow you to access blogs, message boards, chat services, surveys and other forums where various users can share information, opinions, chats and other Content. We generally do not pre-screen or monitor user-submitted Content, and such Content may simply represent a user’s opinion or Content a user finds interesting. Our Services may also include survey results, ratings or testimonials (“Evaluations”) from patients, clients or other customers (“Patients”) of healthcare professionals (“Professionals”) that may endorse, recommend, critique, analyze, evaluate or otherwise describe the Professionals and the nature or quality of the services received by such patient, client or customer. Such Evaluations are anecdotal first-hand accounts of individual Patients, and are neither professional judgments nor the product of medical science. We generally do not pre-screen or monitor Evaluations. Further, Evaluations are subject to errors and biases that are common in anecdotal first-hand accounts, and should not to be presumed to be reliable or error-free.

2.3 Directories: Physicians, Consultants, and Other Professionals

Our Services include listings and directories (“Directories”) to help you find physicians, healthcare professionals, certified consultants or other professionals (collectively, “Professionals”). The Directories are provided for your convenience. However, Professionals included in the Directories are generally users of our Services, so the Directories are generally not comprehensive. Further, we do not evaluate any Professional and the listing of a Professional does not in any way constitute a recommendation of such Professional. Before obtaining services or treatment from any Professional listed in a Directory, you should take the same care you would under any other circumstance, including by confirming licensure and specialty certifications. The Professionals are solely responsible for the appropriateness and quality of the services they provide. Additionally, the Directories rely on information submitted by Professionals themselves. Unless Professionals provide us with current information, the Directory information may not be timely or accurate. You should confirm such information before obtaining services or treatment from a Professional. As a convenience, the Services may permit you to request an appointment with a Professional. However, Professionals are responsible for maintaining their own schedules, and we cannot ensure that any given Professional will be available, nor that such Professional will not cancel his or her appointment.

2.4 Advertising Our Services may include advertisements or promotional messages sponsored by third parties (collectively, “Ads”). The manufacturers, services providers, distributors and resellers of the products and services identified in the Ads are solely responsible for the accuracy of their Ads and the suitability, efficacy, safety and quality of such products or services.

2.5 Links to Other Sites

Our Services may contain hyperlinks (including hyperlinked Ads) to websites operated by third parties, or to materials or information made available by third parties. Such links do not constitute or imply our endorsement of such third parties, or of the content of their sites, or the suitability, efficacy, safety or quality of their products or services, or the information privacy or security practices of their websites.

2.6 No Medical Advice

Some Content may include health- or medical-related information. Such Content is provided for general informational purposes only. We do not directly or indirectly practice medicine, render medical advice, or dispense medical services via our Services or otherwise, and nothing contained in our Services should be intended to be a medical diagnosis or treatment. No medical professional/patient relationship is created by your use of our Services or the Content. Always seek the advice of your physician or other qualified health professional with any questions you may have regarding a medical condition, and never disregard professional medical advice or delay seeking treatment based on any Content or other information included in the Services. If you think you may have a medical emergency, call your healthcare professional or your local emergency number (usually 911) immediately.

2.7 Clinical Decision Support Information

If you are a Professional, the Content may include information to assist you in clinical decision-making. This may include information and reminders concerning drug interactions, allergies, dosages, as well as general healthcare related information and resources. We may also provide forums for our users to exchange information. The information and materials available through our Services are for informational purposes only and are not intended to constitute professional advice, diagnosis or treatment, or to substitute for your professional judgment.

2.8 No Legal or Regulatory Advice

Some Content may include regulatory related information pertaining to you or your business. Such Content is provided for informational purposes only. We are not providing legal or regulatory advice and no attorney/client relationship is created by your use of our Services or the Content. Accordingly, always seek the advice of your attorney or advisors with any questions you may have regarding a law, regulation, or dispute.

3. Your Interactions and Communications with Us and Our Services

3.1 Visiting Our Websites; Signing-Up for Our Services; Emailing Us

When you sign-up for or log-in to one of our Protected Services, or when you submit information on a web form or email or instant message us, you are communicating with us electronically. When you visit our websites, we and certain third-party service providers collect information during your visit. In each case, the nature of the information we collect, the duration and manner of how we retain it, how we use it, and to whom we disclose it, is governed by our Privacy Policy.

As part of providing our Services to you, we may need to provide you with certain communications, such as service announcements and administrative messages. Such communication may be by email, instant message, a posting on our Services or some other mechanism. You consent to receive such communications from us electronically. If you have registered for one or more of the Protected Services, our Service announcements and administrative messages we provide you are considered part of the Protected Services themselves, which you may not be able to opt-out from receiving until you cease using, or deactivate your Credentials to, such Protected Services.

You agree that all agreements, notices, authorizations, disclosures and other communications that we provide to you electronically, as well as any acceptances, agreements, consents or authorizations that you provide to us electronically, satisfy any and all legal requirement(s) that such communications be in writing.

3.2 Your Participation in Our Public Forums

We may offer one or more forums for the exchange of information among our users. You acknowledge that any text, data, graphics, images, video or other content (“Content”) that you submit in any of our forums (including discussion groups, blogs, surveys, ratings, comment forms, or message boards, collectively, “Public Forums”) is available to the user member public and may be available to the general public. Notwithstanding the foregoing, we are under no obligation to display any of your Content that you submit, and we reserve the right to remove or edit your Content at any time, for any or no reason.

It is important that you act responsibly when submitting Content to a Public Forum. You acknowledge that any Content that you submit in a Public Forum is available to the public. You are solely responsible for any Content that you post on the Public Forums or transmit to other users of our Services. You acknowledge that any information you post in a Public Forum may be available to the public, and may result in your receiving communications from others outside our Services.

Your participation in our Public Forums is contingent on your acknowledgment and agreement with the following:

- You will only disclose information about yourself on a Public Forum that you consider suitable for public disclosure. Do not disclose information that personally identifies you unless you intend for that information to be disclosed publicly. We strongly recommend that you refrain from disclosing any sensitive information about yourself on a Public Forum, including information about any medical condition.
- You will not violate the privacy rights of others, including disclosing information about anyone else’s medical or financial condition or any other sensitive subjects.
- You will ensure that any Content that you submit to Public Forums is accurate. If you are rating or reviewing a Professional, you agree to provide your honest appraisals of such Professional, without using inappropriate language or making gratuitous personal criticisms.
- You will not post any Content that you do not have the right to post; you will not violate any person’s or entity’s intellectual property or proprietary rights, including copyrights, trademarks or trade secret rights.
- We will not be liable to you for any Content you submit to any Public Forum.

3.3 Community Standards

Without limiting the generality of the foregoing, when you use any of our Services (including the Public Forums), you will adhere to the following “Community Standards”:

- You will not threaten, harass, defame, disparage, menace, stalk or abuse any user, individual or entity.
- You will not use any language that is racist, sexist or degrading to any religion, ethnicity, sexual orientation, gender or nationality.
- You will not engage in, or advocate engaging in, any fraudulent, violent or other illegal conduct.
- You will not submit pornographic, obscene or sexually suggestive Content.

- You will not impersonate any person or entity, including any of our employees. You will only submit Content that you believe to be true and you will not purposely provide false or misleading information.
- You will not submit any unauthorized or unsolicited advertising, including website links not authorized by Mind Body Logic, LLC..
- You will not submit spam or mass-emails to any of our Services nor any other user or any individual or entity identified on our Services.
- You may not state or imply that any product, service, individual, or entity is sponsored or endorsed by MBL.
- You will not infringe, misappropriate or otherwise violate any copyright, trademark or other proprietary right of any individual or entity.

3.4 Removal of Content

You understand and agree that we may, but are not obligated to, monitor, edit or remove any Content for any or no reason at any time. We are not responsible, however, for any delay or failure in removing any Content.

3.5 Reporting Violations

We may provide you with tools with which to report violations of the Community Standards or other provisions of these Terms. Notwithstanding the availability of such tools, you acknowledge and agree that we are under no obligation to take any action with respect to any such report.

3.6 Copyright Policy

We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information:

- A physical or electronic signature of the copyright owner or a person authorized to act on behalf of the owner, if someone other than you, of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner; and
- Your contact information, including your address, telephone number, and email address.
- We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, MBL will also terminate a user's account if the user is determined to be a repeat infringer.

Our designated copyright agent for notice of alleged copyright infringement is:

Mind Body Logic, LLC.
Attn: Copyright Agent
Frank Lawletta, ESQ
Sewell, New Jersey

4. Miscellaneous

4.1 Ownership

You retain ownership of the intellectual property rights you hold in Content you submit on our Services. When you submit Content on our Services, you grant us and those we work with a worldwide, royalty-free right to store, host, reproduce, create derivative works of (such as translations, adaptations, reformatted versions and anonymized or de-identified versions), publish, publicly perform, display, use and distribute such Content as further described in our Privacy Policy and, if applicable, in your User Agreement. For some of our Services, your User Agreement or settings may narrow the scope of our use of Content you submit. You can find more information about how we use and store Content in our Privacy Policy or, if applicable, your User Agreement.

If you submit to us any ideas, suggestions or proposals (collectively, “Suggestions”) relating to our Services or other products or services by any means – such as through “Contact Us,” by email or other communication channels, one of our communities or user forums, or to our customer support or other personnel – such Suggestions (1) are not governed by our Privacy Policy, (2) we are under no obligation of confidentiality, express or implied, with respect to such Suggestions; (3) we are entitled to use or disclose (or choose not to use or disclose) such Suggestions in any way and for any purpose; (4) such Suggestions automatically become our property without any obligation; and (5) you are not entitled to any accounting, compensation or reimbursement of any kind from us under any circumstances.

Except for your Content, as between you and us, all right, title and interest in and to our Services, the Content, and the structure, organization and arrangement thereof, are and remain the exclusive property of MBL and our licensors. Except for the limited specific rights we grant you above, you may not reproduce, modify or prepare derivative works based upon, distribute, sell, transfer, publicly display, publicly perform, exploit or otherwise use our Services or any Content.

4.2. Violations

We reserve the right to monitor any and all use of our Services, and investigate any activity we suspect violates these Terms, a User Agreement, our rights or interest, or the rights or interests of any person or entity.

We reserve the right, to the fullest extent permitted under law, to cooperate with any governmental authority or third party investigating conduct that may be illegal or harm any individual or entity or violates their respective rights. If, for example, a user threatens to physically harm another user or any other individual, we reserve the right to fully cooperate with law enforcement authorities and the threatened individual. You hereby consent to our cooperation in such investigation.

4.3 Indemnification

You will indemnify, defend and hold harmless MBL and any of its affiliates, officers, directors, employees, agents, representatives, partners and licensors from and against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, losses, or expenses, including attorneys’ fees, costs and disbursements, arising out of or in any way connected with your use of our Services.

4.4 Disputes; Governing Law; Jurisdiction

The interpretation of these Terms and the resolution of any disputes arising under these Terms shall be governed by the laws of the State of New Jersey, without regard to its conflict of laws provisions. These Terms shall not be governed by the United Nations Convention on Contract for the International Sale of Goods, the application of which is expressly disclaimed. If any action or other proceeding is brought on or in connection with these Terms, you agree to submit to the personal jurisdiction of the state and federal courts located in the City and County of Woodbury in the State of New Jersey, and agree not to bring any of action relating to the use of our Services or to these of these Terms in any court in any jurisdiction other than the state or federal courts located in the county of Gloucester or Camden, State of New Jersey. We shall have the right to commence and prosecute any legal or equitable action or proceeding before any US

or non-US court of competent jurisdiction to enforce these Terms or to protect our or any third party's rights in our Services or any data, information or other content made available via our Services. You hereby waive any right to a jury trial. You also agree that we may bring suit in court to enjoin any violation of these Terms without the posting of a bond or security, in addition to whatever remedies we might have at law. In any dispute between you and us where we prevail, we shall be entitled to recover our reasonable attorney fees, court costs, disbursements, and other legal expenses.

4.5 Termination

You agree and acknowledge that we may suspend or terminate your authorization to access any of our Services, with or without notice or cause, for any or no reason, and without any liability to you. Sections 4.1 through 4.14 shall survive any termination or expiration of these Terms.

4.6 Disclaimers and Limitations on Liability

ACCESS TO OUR SERVICES AND THE INFORMATION AND CONTENT CONTAINED THEREON IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WE HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT BREACHES OF SECURITY AND YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL ACTS OR OMISSIONS TAKEN OR MADE IN RELIANCE ON OUR SERVICES OR THE INFORMATION IN OUR SERVICES, INCLUDING INACCURATE OR INCOMPLETE INFORMATION. WE EXPRESSLY DISCLAIM ANY LIABILITY WITH RESPECT TO ANY INJURY CAUSED BY ANY USER, OR ANY DAMAGE SUFFERED BY ANY USER, AS A RESULT OF THE ACTIONS OR INACTIONS OF ANY OTHER USER. IF YOU ARE DISSATISFIED WITH OUR SERVICES OR ANY CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING AND ACCESSING OUR SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO IN THESE JURISDICTIONS THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE USER.

4.7 Risks You Assume

WITHOUT LIMITING ANY OF THE OTHER RISKS WE HAVE DISCLOSED TO YOU IN THESE TERMS, YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF OUR SERVICES, INCLUDING ANY CONTENT YOU SUBMIT TO USE AND YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE AND ACCESS TO OUR SERVICES AND THE INFORMATION AND CONTENT CONTAINED THEREIN, AND ANY SITES LINKED THROUGH OUR SERVICES AND ANY DATA TRANSMITTED THROUGH OUR SERVICES IS AT YOUR SOLE RISK. ACCORDINGLY, WE DO NOT ASSUME ANY LIABILITY TO YOU FOR OR RELATING TO ANY OF YOUR ACTIONS, INCLUDING THE PUBLICATION OF ANY CONTENT YOU SUBMIT OR OUR EXERCISE OF THE RIGHTS YOU GRANT TO US WITH RESPECT THERETO.

4.8 Limitation of Liability

IN NO EVENT SHALL WE OR ANY OF OUR SUBSIDIARIES OR AFFILIATES, OR OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS AND LICENSORS (COLLECTIVELY, THE "MBL ENTITIES") BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE, LOSS OF GOODWILL OR LOSS OF INFORMATION, HOWEVER CAUSED AND WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EVEN IF WE HAVE BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, OUR AGGREGATE LIABILITY IN RESPECT OF ANY CLAIM OR ACTION YOU MAY BRING AGAINST US OR ANY OF THE MBL ENTITIES, REGARDLESS OF FORM OF ACTION OR THEORY OF LIABILITY, SHALL BE LIMITED TO THE GREATER OF (1) ONE HUNDRED UNITED STATES DOLLARS (US \$100), AND (2) THE AGGREGATE FEES ACTUALLY PAID BY

YOU TO US FOR THE SIX (6) MONTH PERIOD PRECEDING THE EVENT FIRST GIVING RISE TO SUCH CLAIM OR ACTION. YOU ACKNOWLEDGE THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE UNKNOWN OR UNSUSPECTED. ACCORDINGLY, YOU AGREE TO WAIVE THE BENEFIT OF ANY LAW, INCLUDING, TO THE EXTENT APPLICABLE, NEW JERSEY CIVIL CODE § 1542 (OR SIMILAR PROVISIONS OF THE LAWS OF OTHER STATES), WHICH STATES,

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

IN THE CASE OF A JURISDICTION THAT RESTRICTS LIMITATION CLAUSES, THIS LIMITATION SHALL BE APPLIED TO THE GREATEST EXTENT PERMITTED BY LAW. NOTHING IN THESE TERMS OF USE IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE THAT MAY NOT BE LAWFULLY TERMINATED.

4.9 Severability

If any provision of these Terms is held to be deemed invalid or unenforceable, then (a) that provision shall be construed to the extent necessary to make it valid and enforceable in such a manner as comes closest to preserving the intentions of such provision, and (b) the remaining provisions shall remain in full force and effect.

4.10 No Waiver

Our failure at any time to require performance by you of any provision of these Terms shall in no way affect our right to enforce such provision, nor shall the waiver of any breach by you of any provision herein constitute a waiver of any succeeding breach or the provision itself.

4.11 Interpretation

For the purpose of these Terms, “you” means the individual user of our Services. If your access or use of our Services is, directly or indirectly, on behalf of one or more third parties (such as, without limitation, your employer or client, or your employer’s client, if your employer has been engaged to access our Services (any such employer, client or other third party, a “Principal”)), then “you” also refers to such Principal. If you are using our Services on behalf of a Principal, (a) you represent and warrant that you have the authority to bind, and have bound, such Principal to these Terms; and (b) you agree to be jointly and severally liable for any breach of these Terms by Principal.

“MBL,” “we,” and “us” means, collectively, MBL, LLC. and our current and future subsidiaries and affiliates.

In addition, the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” The word “or” shall be construed to have the same meaning and effect as “and/or.” The words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to these Terms. The headings used in these Terms are used for convenience only and are not to be considered in construing or interpreting these Terms.

These Terms, together with your User Agreement(s), constitute the entire agreement between you and MBL regarding any services accessed via our Services, and supersede all previous communications, representations, or understandings, either oral or written, relating to the subject matter hereof; provided, however, (a) in the event of an express conflict between any specific provision included in these Terms and an express provision in a User Agreement, the provision set forth in User Agreement shall prevail, and (b) these Terms shall cover all rights, obligations, terms and conditions not expressly addressed in such User Agreement.

4.12 Electronic Contracting

Your use of our Services includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECOMBL RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THE SERVICES, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.

4.13 Assignment

We may freely assign these Terms in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

4.14 Amendments

We may update or change our Services or the provisions set forth in these Terms from time to time and recommend that you review these Terms on a regular basis. You understand and agree that your continued use of our Services after these Terms have been updated or changed constitutes your acceptance of the revised Terms. Without limiting the foregoing, if we make a change to these Terms that materially affects your use of the Services, we may post notice or notify you via email or our website(s) of any such change. The most current version of the Terms shall govern and supersede all previous versions.

Privacy Policy

Last Updated: April 2018

Introduction

Your privacy is very important to us. This Privacy Policy (this “[Policy](#)”) describes how our Services handle and secure information they collect. This Privacy Policy is part of, and incorporated into, the Terms of Use for our Services. If you have entered into a user agreement for one of our Services (your “[User Agreement](#)”), it will supplement and amend the Terms of Use. Because the Terms of Use and your User Agreement include subjects that may not be covered in this Policy, and may narrow or modify the scope of our use of information under this Policy, please review them carefully.

Information Collected by our Services

Information You Submit: When you use our Services, you can (depending on the Service you use) submit information by:

- Typing-in data (such as when you register for our Services, or type a message to send to us or another user, or type a search request, or complete an optional form);
- Uploading a document, image or other data file; or
- Authorizing us to retrieve and import information from another user or other third party on your behalf.
- Engagement Tools and Data: Our Services also gather information whenever you visit, log in or otherwise interact with them. As with other websites and interactive services, whenever you interact with our Services, your computer, mobile phone or tablet (a “[Device](#)”) and its software transmits a “request” to us. That request includes non-personal information received from your Device (and its software) necessary for us to identify and appropriately route the information your Device is requesting. These “requests” and “replies” are the backbone of all websites and Internet services. Therefore, whenever you: Visit and navigate through our Services, Click on a link, Open a webpage or web form, Open a web-enabled email sent by us, Post a comment or question on a blog or user forum, Send a message via our interactive chat or instant message feature, Otherwise take an action or interact with elements of our Services or its pages, content or features your Device and its software are sending non-personal information to us.
- In addition to managing the appropriate routing of information, we use so-called “cookies,” “web beacons,” “server logs” and other Engagement Tools to enhance the quality of the service and content you receive. For example, we use Engagement Tools to:
 - save user preferences;
 - preserve session settings and activity;
 - help authenticate users;
 - allow users to auto-fill sign-in pages of websites they frequently visit;
 - tailor the delivery of ads and other content; and
 - analyze the performance of our Services and its various features and content.

Therefore, even if you do not register with us or submit any personal information on our Services, our [Engagement Tools](#) automatically receive information about your Device and the software running on it. We call such data “[Engagement Data](#).”

Engagement Data often includes elements such as the date and time a “request” is made, the model of the Device making the “request,” the type and version of operating system running on a Device (e.g., Mac OS or Microsoft Windows), the browser making the request (e.g., Internet Explorer, Chrome or Firefox), routing information, IP address, the Device’s geographic location, search terms a user enters, what URL a Device most recently visited, and, if a mobile application is used, an anonymous unique number.

Engagement Data generally does not personally identify a Device's user. However, it can be combined with personal information. If so, we treat such combined information the same way we treat personal information. Additionally, in the event that our Engagement Tools collect data elements that contain personal information, we treat those data elements as personal information.

You have the ability to control how certain Engagement Tools operate by modifying the settings on your Device or its software. Most browsers, for example, allow you to refuse accepting cookies, and many mobile Devices allow you to disable the sending of location information. In some cases, doing these things could diminish the performance of our Services or render them inoperable. To learn more about Engagement Tools and how we use Engagement Data please see our Engagement Tools page and the section below entitled "How Information is Used."

Third Party Tools: We work with certain third parties who deploy their own engagement tools on our Services. In some instances, they do so exclusively on our behalf. In other instances, they may retain and use the data they collect pursuant to publicly available privacy policies. These Third Party Tools are frequently deployed by companies providing online advertising services or analytics, but they may be deployed in other contexts as well, such as social media plug-ins. We treat personal and non-personal information that we receive from these Third Party Tools the same way we treat personal and non-personal information that we directly collect from our Services. We, however, do not control how these third parties manage the information they gather. Please see our Third Party Tools for more information.

Personal and Non-Personal Information: Information you submit to us that identifies you or can be used to contact you (e.g., email or mailing address) is your "personal information." This includes identifiers that a governmental authority, financial institution or insurance carrier may use to uniquely identify you (e.g., a Social Security, credit card or ACH account number). When we combine non-personal information with personal information, or non-personal information with other non-personal information in a way that renders the combined information personal information, we treat that combined information the same way we treat personal information. When we combine personal information with information from third party sources, we also treat that combined information the same way we treat personal information.

How Information is Used

We use personal and non-personal information (including Engagement Data) for the following purposes:

- Operating, maintaining, managing and administering our Services, including processing registrations and payments, and providing customer support;
- Responding to questions and communications, which we retain in the ordinary course of business;
- Administrative announcements about features, functionality, terms or other aspects of our Services; and, if applicable, informing you about offers for services or products we believe may be of interest (for further information, see also "*Service Emails and other Communications*" below);
- Safeguarding and protecting our Services, the information they safeguard, the rights of third parties and in response to legal process, in each case, as more fully described below in "*The Importance of Protecting our Services and the Information they Safeguard*;" and
- Any other purpose described in this Policy or your User Agreement.

We use non-personal information for the following purposes:

- Auditing, research, measurement and analysis in order to maintain, administer, enhance and protect our Services, including analyzing usage trends and patterns and measuring the effectiveness of content, advertising, features or services;
- Creating new features and services;
- Contextual and cookie-based automated content delivery, such as tailored ads or search results;
- Health and medical research; public health and service activities; healthcare- and medical-related services; and
- Other purposes described in this Policy or your User Agreement.

We may also use non-personal information to prepare aggregate reports for current or future advertisers, sponsors or other partners to show trends about the general use of our Services. Such reports may include age, gender, geographic, demographic or other general user information, but do not include personal information.

Consents and Authorizations:

From time to time, we may request your consent or authorization (your “consent”) in connection with the use or sharing of your information. In some instances, this will be because your User Agreement, this Policy or applicable law or regulations requires us to obtain such consent. In other instances, such consent will be for informational purposes. In the latter case, the request to obtain your consent should not be interpreted as narrowing the scope or applicability of your User Agreement or this Policy – by entering into your User Agreement or using the applicable Services, you have accepted and agreed to our information handling practices in the manner described in your User Agreement and this Policy.

In cases where you consent or “opt-in” to the use or sharing of your personal information in a manner that is not otherwise provided for in your User Agreement or this Policy, unless otherwise explicitly stated in such consent, you will have the ability to rescind your consent and “opt-out” of our use or sharing of such information in the future. In that event, we will refrain from our use or sharing of such information, but we may not be able to require the removal of such information from the databases of the recipients with whom such information has been shared.

How our Services Allow Users to Share Information:

Directories and Location Tools: If you are a healthcare provider or healthcare-related service provider who has entered into a User Agreement with us, your contact and directory information may be listed in one or more of our public and professional directories. These directories include profile information (e.g., contact, specialty and other information) and other features that allow users to locate and contact them. If you seek to contact or schedule an appointment with a provider listed in one of our directories, the provider will need your name, contact information, as well as other information.

One-on-One Communications: Our Services can be used to facilitate one-on-one communications between users. Examples include:

- Requesting an appointment with a healthcare provider;
- Sending an appointment or other reminder to another user;
- Making a referral;
- Sending a prescription to a pharmacy; or
- Sending a test requisition to a clinical laboratory.

In any one-on-one communication, users are sending information to one another. Depending on the message, this could include contact and other personal information. See also “*Service Emails and other Communication*” below.

Communities, Blogs, Forums: Our Services may include links to publicly displayed communities, blogs and other public forums that allow users to communicate with groups of users or the general public. All information a user posts in one of our communities will be available to a wide range of individuals, and should be presumed public. **We strongly advise users to exercise care in selecting what information they share with our communities or public forums, and strongly recommend against sharing any personal, health or other sensitive information that could directly or indirectly be traced to any individual, including yourself.**

Surveys and Ratings: From time to time we ask users to submit surveys or ratings to assist healthcare providers and others in improving their operations or to assist other users in making informed choices. The content of such surveys or ratings, therefore, should be presumed public. When we make such survey and ratings requests, we let users know how their responses will be used. As with communities and public forums, we strongly advise users to exercise care in selecting what information they share in a survey or similar communication, and **strongly recommend against sharing any personal health or other sensitive information that could directly or indirectly be traced to any individual, including yourself.**

Records: Our Services allow users to store personal and health information (“**Records**”), including Records that identify other individuals, including other users. Our Services permit users to share all or portions of these Records at their discretion.

You should be aware that this Policy covers only the information you submit through our Services. If you contact or exchange information with another user in person or through a means other than our Services, such activity is not covered by this Policy.

What Other Users Do with Information You Share with Them: Because our Services enable users to share information you share with them, you should take care in selecting with whom you share your Records and other information. Although our Services process such transmissions, we cannot take responsibility for the actions of other users or persons with whom you share your Records and other information.

Confidentiality of Health Information: Some of our users – such as healthcare providers – are subject to laws and regulations governing the use and disclosure of health information they create or receive. Included among them is the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), the Health Information Technology for Economic and Clinical Health of 2009 (“**HITECH**”), and the regulations adopted thereunder. When we store, process or transmit “individually identifiable health information” (as such term is defined by HIPAA) on behalf of a health care provider who has entered a Healthcare Provider User Agreement, we do so as its “business associate” (as also defined by HIPAA). Under this agreement, we are prohibited from, among other things, using individually identifiable health information in a manner that the provider itself may not. We are also required to, among other things, apply reasonable and appropriate measures to safeguard the confidentiality, integrity and availability of individually identifiable health information we store and process on behalf of such providers. To see our Healthcare Provider Agreement and to specifically review our business associate obligations, please review Sections 4.1.8 and 9 of that agreement. We are also subject to laws and regulations governing the use and information of certain personal and health information, including HIPAA, when we operate as a business associate of a healthcare provider.

Service Emails and other Communications: Our Services allow users to communicate with others through our in-product instant messaging services, Service-branded emails, SMS and other electronic communication channels. Communications that are sent by or on behalf of a user are indicated as being “From” that user. Communications that are sent by us are indicated as being from us or one of our account or support specialists assigned to assist you. Either type of communications may be “real time”

communications or communications triggered automatically upon the occurrence of certain events or dates – such as a repeated sign-in failure, an appointment reminder and the like.

Email communications received from users and our administrative announcements are often transactional or relationship messages, such as appointment requests, reminders and cancellations and other treatment or Service notifications. You may not be able to opt out of receiving certain messages, although our Services may provide a means to modify the frequency of receiving them. In cases in which we believe user emails are not primarily transactional or relationship messages, it will include the capability to opt-out of receiving further e-mails. If you sign-up to receive marketing or informational announcements from us, such emails will include capability to opt-out of receiving such e-mails in the future.

Our Services may deploy Engagement Tools (such as “cookies,” “web beacons” and “server logs”) on outbound emails to users and others to collect Engagement Data, and we may use vendors to assist us in sending outbound emails to users who may deploy Third Party Tools.

Emails and other communications from individuals who are not users of our Services, or that are being sent in connection with business, agreements or subject matter other than your User Agreement or your use of our Services, are not covered by this Policy. If, for example, you contact us regarding a job opening, that communication to us is not covered by this Policy even though that job opening may have been posted on our Services. Likewise, if you submit to us any ideas, suggestions or proposals (collectively, “Suggestions”) relating to our Services or other products or services by any means – such as through “Contact Us,” by email or other communication channels, one of our communities or user forums, or to our customer support or other personnel – such Suggestions are not governed by this Policy.

Sharing of Information

We will not share personal information you submit except under the following circumstances:

- When you choose to share such information through our Services. Under certain circumstances this may require a specialized consent before our Services complete certain such transmissions;
- When you are otherwise notified at the time we collect such information or we otherwise have your express consent;
- When your account has been issued by an account administrator with administrative rights over your account, your account administrator will have access to your account information, including your personal information. Your account administrator may: (i) receive and retain your account information, (ii) change your account password, (iii) restrict your ability to submit, delete or edit information; (iv) suspend or terminate your account access, or (v) access or retain information you submit or otherwise stored as part of your account for any purposes required or permitted under applicable law;
- When we share such information with our current and future affiliates;
- When we share such information with trusted service providers operating on our behalf consistent with the terms of this Policy and your User Agreement. Such service providers shall be bound by appropriate confidentiality and security obligations, which may include, as applicable, business associate contract obligations. We will not sell, rent or trade your personal information with any third parties for their promotional or marketing purposes;
- When we protect our Services, the information they safeguard, the rights of third parties and in response to legal process, as more fully described below in “*The Importance of Protecting our Services and the Information they Safeguard*;”
- In connection with a sale, merger, transfer, exchange, reorganization or other disposition (whether of assets, stock, or otherwise) of all or a portion of the business conducted by the services to which this Privacy applies. If such a transaction occurs, the acquiring company’s use of your personal information will remain subject to this Policy; and
- Any other purposes described in this Policy or your User Agreement.

It is important for you to understand that other users who submit to, or receive from, our Services personal information about you, may share that information with other persons, even without separately notifying you or seeking your consent.

The Importance of Protecting our Services and the Information they Safeguard

Many of our Services are protected by technical measures intended to safeguard the confidentiality, integrity and accessibility of sensitive information our users store and share on our Services. Further, certain regulations require us to investigate potential or suspected threats on our Services or the confidentiality, integrity or availability of the information they safeguard. Accordingly, we may preserve, use and disclose information – including personal and non-personal information – when we have a good faith belief it is necessary or advisable to:

- Detect, prevent and address potential or suspected: threats on our Services or the confidentiality, integrity or availability of any information they house; fraud and other illegal activity; or violations of our User Agreements or Terms of Use; and
- To protect ourselves, you and third parties.

We may also preserve, use and disclose such information in response to a search warrant, court order, subpoena, judicial proceeding or other legal process if we have a good faith belief that the law requires us to do so. Such legal process may prohibit us from notifying the users or other individuals or entities identified by such information or take such other actions as would otherwise be a violation of your User Agreement or this Policy. When we preserve information pursuant to this section, it may be for extended periods of time, as we in good faith believe are necessary or appropriate under the circumstances, and may include the preservation of information from accounts that have been disabled.

Security

The security of our Services and the information they store, process and transmit is a top priority. To prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of the information we collect, we deploy a wide range of technical, physical and administrative safeguards, including: Secure Socket Layer (SSL) encryption, firewalls, system alerts and other information system security technologies; housing health data in secure facilities that restrict physical and network access; and regular evaluation and enhancement of our information technology systems, facilities, and information collection, storage and processing practices. Under our Healthcare Provider User Agreement and applicable law, we are required to apply reasonable and appropriate measures to safeguard the confidentiality, integrity and availability of individually identifiable health information (as such term is defined by HIPAA) residing on and processed by our Services. It is important to remember, however, that no system can guarantee 100% security at all times. Accordingly, we cannot guarantee the security of information stored on or transmitted to or from our Services.

Steps You Can Take: If we learn of a security vulnerability or risk, we may attempt to notify you and provide information on protective measures you may take. There are, however, some precautions that you can proactively take to improve your system security and reduce the likelihood of unintended disclosure of personal information:

- Install malware detection programs that regularly scan your system and incoming traffic for malicious code – such as computer viruses, worms, Trojan Horses and spyware. Because viruses and malware are continuously created and modified, regular malware protection software typically requires frequent updates.
- Use a firewall to prevent unauthorized access to your Device.
- Because malware often targets vulnerabilities in existing operating systems, browsers, plug-ins and other programs, software vendors frequently update their products with security patches to guard against known or commonly exploited vulnerabilities. Vendors often try to alert their users and recommend immediate installation of these security patches.

- Use a strong password using a combination of letters and numbers that are not easily guessed. Do not share your password with others.
- If you use a shared Device, always close all active programs and log out before leaving it unattended.
- Avoid using a public wireless network, if possible. If you do use a public network, use the most restrictive wireless network settings on your Device.
- If you use file-sharing programs, be sure to restrict all other folders or directories to “no share.”
- Be very cautious with any email requesting you to share personal information. On websites, look for the lock symbol on or near your browser’s address bar which signifies a secure website before supplying personal information.
- When participating in one of our communities, blogs, forums, surveys or other open communication platforms, exercise care in selecting what information you share, particularly personal or health information.

Children under 13

Our Services are not intended for or designed to attract children under the age of 13, and we do not knowingly collect personal information from such children. If we learn that we have inadvertently obtained personal information from a child under the age of 13, we will delete that information as soon as practicable. If you become aware that your child has provided us with personal information without your consent, please contact us immediately at the contact information below. Should this policy change, we would comply with the Children’s Online Privacy Protection Act, which requires us to notify and obtain consent from a parent or guardian before we collect, use and disclose the personal information of children who are under 13 years of age.

Without limiting the generality of the foregoing, our Services do allow users above the age of 18 years old, such as healthcare providers, parents and guardians, to submit personal information about others, including minors. Such users assume full responsibility over their submission, use and transmission of such information.

United States

Access to our Services is administered in the United States (“US”) and are intended for users in the US. You may not use our Services in any jurisdiction where offering, accessing or using our Services would be illegal or unlawful. If you are located outside of the United States, please note that the information you submit to us will be transferred to the US. By using our Services, you consent to this transfer. You also consent to the transfer to and processing of any personal information by us or any of the other parties described in the section “Sharing of Information” above, whether located in the US or any other countries, for the purposes described in this Policy, or for any other specific purposes to which you consent. If you are located in a country other than the US, you should note that, at present, the laws of the US and certain other countries have not been approved by the European Commission or privacy authorities in certain other countries as providing “adequate protection” for personal information within the meaning of the European Union Data Protection Directive or applicable laws of other countries.

Third Party Services

This Policy applies only to our Services. It does not apply to services offered by third parties, including websites and other online services that our Services may display links to or advertisements for. When you click on such links or advertisements, you will be visiting websites or interactive services operated by third parties, who have their own information collection practices and may also collect information through the use of tracking tools, such as cookies, web beacons, server logs and the like. When you click on or interact with an ad appearing in our Services, the advertiser or sponsor may infer that you meet targeting criteria that they may have used in connection with the sponsoring such ad. This may lead to similar ads being targeted to you on our Services or elsewhere. We do not have control over how any third party gathers or uses information, so you should review their privacy policies to learn of their information gathering and handling practices.

Changes to this Policy

We work hard to continuously improve and enhance our Services. Some of these improvements and enhancements may result in changes to this Policy. We will post such changes along with their effective date on this page, and if the changes are significant, we will provide a more prominent notice. Because our Policy can change at any time, we encourage you to reread it periodically to see if there have been any changes that affect you. If you disagree with any changes to this Policy and do not wish your information to be subject to the revised Policy, you will need to deactivate your account before the new Policy becomes effective. Your use of our Services following any such change constitutes your agreement that all information collected from or about you through our Services after the revised Policy is posted will be subject to the terms of the revised Policy.

Viewing, Updating and Deactivating Information

Our Services aim to provide you with access to the personal information you submit and the means to update it. This can be accomplished by logging into our Services or contacting us using the contact information below. Under certain circumstances, we may ask you to verify your identity before your request is processed. This will be done free of charge except where it would require a disproportionate effort. We may reject requests that are unreasonably repetitive, require disproportionate technical effort (for example, developing a new system or fundamentally changing an existing practice), risk the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup tapes).

If you desire to deactivate your account please contact us using the contact information below. Upon your request, your account will be deactivated and your personal information and Records will be securely archived. We retain archived information for a period of five years (or longer if required by law) as necessary to comply with legal obligations, resolve disputes and enforce our agreements and other authorized uses under this Policy.

Please note that, unless you are an administrator who has administrative rights over another user's account pursuant to a Healthcare Provider User Agreement, you are not entitled to review the content of another user's account. Accordingly, if you have used our Services to share personal information with another user or other party, you will not be able to access, update or delete that shared information pursuant to this Policy or your User Agreement. Please also note that other users may submit personal information that identifies you. You will also not be able to access, update or delete that information pursuant to this Policy or your User Agreement. In either case, certain users – such as healthcare providers – may be required under HIPAA and other applicable laws or regulations to retain such information for extended periods of time. This means that until our User Agreement with such user(s) terminate(s), we will continue to retain such information on their behalf. HIPAA grants patients certain rights to access and correct certain health information their healthcare providers retain about them. Patients should submit requests to access or correct their health information directly to their healthcare providers.

You should also be aware that we store indefinitely non-personal information, including Engagement Data and de-identified health information, as well as all information that you have share on any of our public forums, blogs, communities, surveys and the like.

Engagement Tools

Our Services use engagement tools described below to deliver and enhance the quality of the services and content you receive. This page is intended to help you understand more about these tools and how they are used.

Server Logs

We may automatically collect and store certain information in server logs when you attempt to access or use our Services. These server logs will typically include the following information:

- Date and time your Device accesses our Services
- URL of services your Device is requesting and the referring web pages
- Internet Protocol addresses, domain servers and mobile carriers your Device is connecting through

- Your Device type and operating system
- Browser type (if your Device is accessing our Services via web browser) or application identifier (if access is through our mobile application)
- Identity of cookies (discussed below) we may have placed on your Device
- Device GPS location (if this function is enabled on your Device) and
- Event and routing information.

Local Storage

We may collect and store information (including personal information) locally on your Device using mechanisms such as browser web storage (including HTML5) and application data caches.

Cookies

Cookies may also be sent to your Device to collect information. A “cookie” is a small data file sent from a website and stored on your hard drive to identify your computer and allow for an enhanced personalized user experience based on your previous activity on the website. Several types of cookies are used to store and record this information:

- **Session Cookies**
A “session cookie” enables us to recognize you during a particular use of our Services. Session cookies are temporary and expire after a short time after your use or when you close your web browser.
- **Persistent Cookies**
A “persistent cookie” is used to help us remember your information and settings when you use our Services resulting in an enhanced user experience. When you first log on to your account, our Services will be presented in a default mode. During your visit, you may select certain preferences that may be remembered and stored through the use of persistent cookies. These preferences will then be remembered the next time you log on to your account.
- **Flash Cookies**
A “flash cookie” is used when our Services utilize [Adobe Flash Player](#) (all versions) and [Macromedia's Flash Player](#) (version 6 and above). Like other types of cookies, flash cookies work to store information for a better user experience. However, flash cookies differ in that they are saved in a different location on your hard drive. To manage your flash cookie settings, please visit the Macromedia Website Privacy Settings panel located at: www.macromedia.com.
- **Third-Party Cookies**
There are instances in which we may allow authorized third parties to place or recognize a unique cookie on your web browser. Situations in which a placement of a cookie may occur include for the purpose of serving targeted advertisements or optimization of our Services. Any information provided to third parties through the placement of these cookies will not be personally identifiable. Please see our Third Party Tools page for more information.

Although most web browsers automatically accept cookies, you may opt-out on receiving these cookies by configuring your web browser so as to not accept them or to announce when a cookie is being placed. Should you decline the placement of a cookie on your hard drive, please be aware that you may not be able to utilize or access some of our Services. If you are using different web browsers or devices, you may choose to have different preferences for each of them.

Anonymous Identifiers

An “anonymous identifier” is a random string of characters that may be used to store and collect information and it works similarly to cookies. Anonymous identifiers may be used for certain mobile devices where cookie technology is not available.

Pixel Tag (also known as “GIF” or “Web Beacon”)

A “pixel tag” is an invisible tag placed on pages throughout our Services; this tag is not placed on your computer. If you visit one of these tagged pages, the pixel tag will generate a generic notice of your visit to that particular page. A pixel tag may also be placed within the body of an email to track when an email has been opened or accessed.

Local Data Cache and Auto-Fill

Your Device may be configured to store data locally in your web browser or application data caches. This enables your Device to quickly access our Services by auto-filling user-IDs and passwords during log-in, and reducing the delivery of data or image files that have already been delivered to the device. You can set your web browser to refuse allowing us to do this. However, it would likely impact how quickly and efficiently you can access our Services.

Through Your Mobile or Tablet Device

We also offer applications for your mobile or tablet Device. You are required to download and install the application on to your hardware. When you use the application, we will collect your Device information and a unique identifier for the purpose of providing you with the most up to date application and features. If you use our Services through our application component, we will track your actual location, by using GPS signals sent by your Device or by using sensor data from your Device. We will not share this information with third parties for any purpose and will only use this information for the sole purpose of fulfilling your request. If you desire to no longer allow our application to use your location, you must turn this off on your Device.

Third Party Tools

This page identifies the third party tools that we may use in connection with our Services. Each of our third party tool providers has its own privacy policy that describes its information collection and handling practices. These providers may use cookies, web beacons, pixel tags, or similar technologies in order to collect information. For links to their privacy policies, see below. This information may change over time. We will try to keep this information updated, but grant no assurances. It is user responsibility to request specific information.

Web Analytics Providers

We may use but are not limited to any of the following web analytics providers to create a better user experience on our Sites.

- Google Analytics
- KISSmetrics
- Scorecard Research

Advertising Services

We use the following third parties to serve ads on our Sites, to provide us with data collection, ad response measurement, and other marketing or related services.

- Google Products-Admeld, AdMob, AdSense, AdWords, DoubleClick

Online Survey/Form Tool We use the following online survey tool to collect feedback from our users related to our Sites and Services, as well as to improve the user experience. Participation in surveys that are sent out to users of our Services is voluntary.

- Survey Monkey
- Mbodylogic

Email and Social Media Plug-Ins

We reserve the right to use communication tools to share links with the following social media networks. Social media plug-in allow you to instantly share information from our Sites directly on your social media networks. We also use third party tools to communicate and create email plug-ins that allow you to integrate your use of our Sites with your regular email and social media programs.

- AOL Mail
- Disqus
- Facebook
- Flickr
- Gmail, Google+
- LinkedIn
- Pinterest
- Quora
- Twitter
- Windows Live
- Yahoo Mail

Communication Analytics

We use various email analytics providers to ensure that our communications to you are received in your email inbox every time and to provide you with a more customized communication. Some are listed below:

- Contact Monkey
- Exact Target
- Constant Contact
- Litmus

Job Application Site Provider

We may use any job application site provider to help us recruit smart and dedicated individuals to join our team.

Other Third Party Tools

We will use a variety of third party tools that may not fall into any of the above categories. The following are some other third party tools that may collect information from users.

- BING, by Microsoft
- Google Maps
- Meltwater
- Dark Sky
- Optimizely
- ShareThis
- WalkMe
- YouTube, by Google

Healthcare Provider User Agreement

This Healthcare Provider User Agreement applies to users of MBL's Health Information System.

THIS IS A LEGALLY BINDING AGREEMENT between Mind Body Logic, LLC, a New Jersey corporation ("MBL", "we" or "us"), and you. BY CLICKING "CREATE MY HIA," OR BY OTHERWISE SIGNING UP OR FOR AN ACCOUNT, OR BY ACCESSING OR USING THE SERVICES (DEFINED BELOW), YOU ARE ENTERING INTO THIS HEALTHCARE PROVIDER USER AGREEMENT (THIS "AGREEMENT") AND YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. Please read this Agreement carefully, and do not sign up for an account or use the Services if you are unwilling or unable to be bound by this Agreement. You and we are collectively referred to as the "Parties."

1. Definitions

For the purposes of this Agreement, the terms set forth in this Section 1 have the meanings assigned to them below. Terms not defined below or in the body of this Agreement (whether or not capitalized) have the definitions given to them in HIPAA.

"Administrative Rights" means the rights to administer and direct the use of a Provider's account, including the authority to provide, request, issue, administer and limit the access rights to other User accounts issued to such Provider's Authorized Workforce.

"Authorized Workforce" means those natural persons who are members of your Workforce who you have identified (by their legal names, and the legal names of their employers) in your account as authorized to access the Services on your behalf.

"MBodylogic" means the feature of the Services through which we make Your Health Information available to other users of the Services with your Consent, or make Protected Health Information of other users of the Services available to you with their Consent. **Any patient who signs up for our service authorizes and requests MBL to obtain their medical records from all sources where they've had encounters with the medical system or medical providers, facilities, hospitals, out-patient centers or clinics of any sort. Patients agree to provide MBL with names and locations and phone numbers of said providers/facilities.**

"Confidential Information" means any information relating to our business, financial affairs, current or future products or technology, trade secrets, workforce, customers, or any other information that is treated or designated by us as confidential or proprietary, or would reasonably be viewed as confidential or as having value to our competitors. Confidential Information does not include information that we make publicly available or that becomes known to the general public other than as a result of a breach of an obligation by you. Confidential Information does not include individuals' health information.

"Consent" means consent or authorization by a user of the Services allowing us to take actions described under this Agreement, which the user of the Services may give in an electronic communication to us or by use of the features of the Services (such as "share," "transmit," "refer," "authorize," "agree" and the like).

"De-Identified Health Information" means health information that has been de-identified in accordance with the provisions of the Privacy Rule.

"De-Identified Information" means De-Identified Health Information and De-Identified Personal Information.

"De-Identified Personal Information" means Personal Information from which a user's name and other unique identifiers have been removed, and from which the user cannot reasonably be identified.

"De-Identify," with respect to Personal Information, means to make such information into De-Identified Personal Information and with respect to health information, means to make such health information into De-Identified Health Information.

"HIPAA" means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder, including the Privacy Rule and the Security Rule, as amended.

"HITECH Act" means the Health Information Technology for Economic and Clinical Health Act of 2009, and regulations promulgated thereunder.

"Personal Information" means information that identifies you personally.

"Policies and Procedures" means our rules, regulations, policies and procedures for access to and use of the Services, as changed from time to time and as posted electronically on our Internet website.

"Practice ID" means a unique user identification assigned to a User pursuant to Section 3.7.

"Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended.

"Protected Health Information" has the meaning given it in the Privacy Rule.

"Provider" has the same meaning as "health care provider" given in 45 CFR §160.103.

"Provider of Record" has the meaning given in Section 3.1.1.

"Security Rule" means the Security Standards for the Protection of electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C, as amended.

"Services" means our electronic health record services, including our electronic medical record services, practice management services, claim management services and other operations workflow solutions or scanning and or indexing and archiving information and other services provided by us to you.

"Term" means the initial term and all renewal terms of this Agreement as provided in Section 16.1.

"User" (capitalized) means a natural person who has been authorized pursuant to this Agreement to access the Services on your behalf; a "user" (un-capitalized) shall mean any user of the Services.

"User ID" means a unique user identification assigned to a User pursuant to Section 3.7.

"Workforce" means a Provider's employees, volunteers, trainees, and other persons whose conduct, in the performance of work for Provider, is under the direct control of such Provider, whether or not they are paid by the Provider.

"Your Health Information" means Protected Health Information that you or your Workforce input or upload onto the Services.

"Your Information" means information that you or your Workforce input or upload onto the Services, including Your Personal Information and Your Health Information.

"Your Personal Information" means Personal Information that you or your Workforce enter or upload onto the Services.

In addition, the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." The word "or" shall be construed to have the same meaning and effect as "and/or." The words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to these Terms of Use. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

2. Grant of Right to Use the Services

- 2.1 We grant to you and you accept a non-exclusive, personal, non-transferable (except as expressly permitted in Section 19.2), limited right to access and use the Services, and a non-exclusive, personal, non-transferable, limited license to use any computer software furnished by us for access to or use of the Services during the Term, subject to your full compliance with the terms and conditions set forth in

this Agreement and with our Policies and Procedures. You will not: (a) use the Services for time-sharing, rental or service bureau purposes; (b) make the Services, in whole or in part, available to any other person, entity or business; (c) copy, reverse engineer, decompile or disassemble the Services, in whole or in part, or otherwise attempt to discover the source code to the software used by the Services; or (d) modify, combine, integrate, render interoperable, or otherwise access for purposes of automating data conversion or transfer, the Services or associated software with any other software or services not provided or approved by us. You will obtain no rights to the Services except for the limited rights to use the Services expressly granted by this Agreement.

- 2.2 The Services include certain third-party software and services, which may require that you enter into separate subscription or licensing agreements with third-party vendors. We may also make available optional services provided by third parties, such as billing, electronic prescribing and clinical laboratory reporting services. You will comply with and, upon request, execute, any agreements that may be required for the use of such software or services, and to comply with the terms of any license or other agreement relating to third-party products included in the Services or made accessible to you through the Services. Your use of the Services or of such third-party products or services will constitute your agreement to be bound by the terms of all licensing, subscription and similar agreements relating to such use. We may elect to facilitate electronic prescriptions through SureScripts. This will require additional terms and conditions. If you opt to use SureScripts, you hereby agree to be bound by such additional terms and conditions or may choose to Decline. Any fees shall be disclosed to User Member.

3. Access to the Services

3.1 Access Rights of Providers and their Authorized Workforce.

- 3.1.1 Provider of Record. We offer the Services to Providers and to natural persons who are members of such Providers' Authorized Workforce, as more fully described in this Section 3.1. All persons who sign up for an account must do so on behalf of a Provider, and must furnish, among other things, that Provider's full legal name and fictitious business name(s) (i.e., trade name, d/b/a or "doing business as") as part of the sign-up process. This information will be associated with that Provider's Practice ID. We treat the Provider in whose name the account is established as the owner of the account, and we call this Provider the "Provider of Record." The Provider of Record may be changed in accordance with Section 19.1.

The Provider of Record is a party to this Agreement for all purposes. Although a member of a Provider of Record's Authorized Workforce may have signed up for an account or electronically entered into this Agreement, or may continue to administer Administrative Rights on the Provider of Record's behalf, only the Provider of Record is entitled to any of the rights, remedies or benefits under this Agreement and control over the Administrative Rights. The Provider of Record is likewise subject to all of the covenants, restrictions, limitations, representations, warranties, waivers and releases included in this Agreement. The Provider of Record may delegate Administrative Rights to one or more members of the Provider of Record's Authorized Workforce, but the Provider of Record remains responsible for all activity occurring thereunder.

- (a) Incomplete or Inaccurate Registration Information. A Provider that has failed to complete the registration information sufficient to establish itself as a Provider of Record may not be able to access all of the Services. In addition, until such time such Provider completes and/or updates such registration information and properly associated it with its Practice ID, such Provider agrees and acknowledges that it is subject to, and we may enforce against it, all of the covenants, obligations, restrictions, limitations, acknowledgements, Consents, representations and warranties set forth in this Agreement that are applicable to the person addressed as "you" in this Agreement, and such Provider hereby grants and makes all rights, waivers and releases set forth in this Agreement that are granted and made by the person addressed as "you" in this Agreement, but such Provider is entitled to none of, and hereby waives and agrees not to assert any of, the rights, remedies or

benefits under this Agreement (other than our assurances and obligations under Section 9 below, which such Provider shall have the right to enforce). Once a Provider's registration has been submitted sufficient to establish its status as Provider of Record, this provision shall cease to apply.

3.1.2 **Authorized Representatives.**

An authorized representative of a Provider may establish an account on behalf of such Provider, and may have administrative privileges on the account. We call the person(s) authorized to act on behalf of a Provider an "Authorized Representatives." The Provider and Authorized Representative may be the same person. If you are establishing an account or taking any action with respect to a Provider's account, you represent and warrant that (a) you have the authority to act on such Provider's behalf either as owner/principal or as a member of such Provider's Authorized Workforce, (b) the information you submit is complete and accurate, and (c) you have the authority to enter into this Agreement on behalf of such Provider and bind such Provider to the covenants, obligations, restrictions, limitations, acknowledgements, Consents, representations, warranties, grants, waivers and releases contained in this Agreement. If you are an Authorized Representative, you recognize that you have no personal rights with respect to such Provider's account, and that such Provider may change the Authorized Representative at any time, for any or no reason, with or without notice.

3.1.3 **Authorized Workforce.**

If you are a member of a Provider's Authorized Workforce, and such Provider has authorized you to access the Services on his or her behalf by obtaining a User ID for you, then you are authorized under this Agreement to access the Services solely on behalf and at the direction of such Provider. As such, you may sign in and use the functionality of the Services solely on behalf and at the direction of such Provider. You hereby agree and acknowledge that you are subject to, and we may enforce against you, all of the covenants, obligations, restrictions, limitations, acknowledgements, Consents, representations and warranties set forth in this Agreement that are applicable to the person addressed as "you" in this Agreement, and you hereby grant and make all rights, waivers and releases set forth in this Agreement that are granted and made by the person addressed as "you" in this Agreement, but you are entitled to none of, and hereby waive and agree not to exercise or assert any of, the rights, remedies or benefits under this Agreement other than the limited, non-exclusive, non-transferable, personal right under this Section 3.1.3 to sign in and use the functionality of the Services solely on behalf and direction of such Provider. Notwithstanding the applicable provisions at Section 16, you acknowledge that your access to the Services may be terminated by the Provider or us at any time, for any reason or no reason at all, with or without notice. By (i) accessing any of the Services under a Provider's account(s), or (ii) contacting us by any means and requesting or directing us to take any action with respect to any Provider's account(s) or data held by such account(s), or (iii) asserting any right or authority with respect to such account(s) or data, you represent and warrant that you have the authority to act on such Provider's behalf and that you are not using the Services, or otherwise engaging in the activities described in clauses (i) through (iii) above, for the benefit or at the direction, of any person or entity other than such Provider.

3.2 **Trial Use/Beta Test.**

We also offer the Services on a limited basis to trial users under this Section 3.2. If you have signed-up for an account for the purpose of evaluating the Services or to use the Services for academic coursework (collectively, "Trial Use"), you may use the Services only in connection with such Trial Use. As such, you hereby agree and acknowledge that you are subject to, and we may enforce against you, all of the covenants, obligations, restrictions, limitations, acknowledgements, Consents, representations and warranties set forth in this Agreement that are applicable to the person addressed as "you" in this Agreement, and you hereby grant and make all rights, waivers and release set forth in this Agreement that are granted and made by the person addressed as "you" in this Agreement, but you are entitled to none of, and hereby waive and agree not to exercise or assert any of, the rights, remedies or benefits under this Agreement other than the limited, non-exclusive, non-transferable, personal right under this Section 3.2 to sign-in and make Trial Use of the functionality

of the Services. **You agree to take the time and effort needed to work with MBL on a weekly basis or other determined reasonable interval to give feedback on the system. This feedback can include but is not limited to suggestions on improvements, corrections or bugs/glitches in system, ideas on new functionality or reporting services, or any other meaningful use of the EMR aggregating system. Failure to work with MBL and give us your serious feedback shall invoke a standard monthly charge for each such user registered as a Trial User or Beta Test site. Those charges shall not exceed \$200/month per any type of User so registered.** Notwithstanding the applicable provisions at Section 16, you acknowledge that your access to the Services may be terminated by us at any time, for any reason or no reason at all, with or without notice. You also hereby acknowledge and agree that in the event that you at any time use the Services in the course of providing healthcare services to any individual or you enter any health information of any Individual, (a) your Trial Use license will immediately convert, without further action by either Party, to the relevant license described in Section 3.1 if the circumstances described in Section 3.1.1, Section 3.1.2 or Section 3.1.3 apply, or (b) if none of those sections applies, you are not authorized to access or use the Services, and must immediately cease such access or use.

3.3 Verification.

You agree that your use of the Services is subject to verification by us of your identity and credentials as a health care provider and to your ongoing qualification as such. You agree that we may use and disclose Your Personal Information for such purposes, including making inquiry of third parties concerning your identity and professional and practice credentials. You authorize such third parties to disclose to us such information as we may request for such purposes, and you agree to hold them and us harmless from any claim or liability arising from the request for or disclosure of such information. Notwithstanding the applicable provisions at Section 16, you agree that we may terminate your access to or use of the Services at any time if we are unable at any time to determine or verify your qualifications or credentials.

3.4 Permitted Uses.

3.4.1 Subject to the terms of this Agreement, you may use Your Health Information for any purpose expressly permitted by applicable law, including treatment, payment and health care operations.

If you are granted access rights to another user of the Services' Protected Health Information through MBL's HIA or another Service, you may use such information for treatment and for obtaining payment for treatment; provided that, except as expressly authorized in our Policies and Procedures, (i) you may access only information pertaining to individuals with whom you have a treatment relationship or for whom a provider who has a treatment relationship with the individual has requested a professional consultation from you, or from whom you have received authorization to use their health information; and (ii) you may use only the minimum necessary information for payment purposes. You will not use the Services for any purposes other than those described in Section 3.4.1. In particular, you will not:

- (a) reproduce, publish, or distribute content in connection with the Services that infringes any third party's trademark, copyright, patent, trade secret, publicity, privacy, or other personal or proprietary right; nor
- (b) use the Services to transmit illegal, obscene, threatening, libelous, harassing, or offensive messages, or otherwise unlawful material. In addition, to further safeguard the confidentiality, integrity and availability of the information and other elements housed in the Services, as well as the stability of the Services, you agree you will not, nor attempt to, or authorize anyone to, or attempt to:
- (c) (i) Abuse or misuse the Services, including gaining or attempting to gain unauthorized access to the Services, or altering or destroying information housed in the Services, except in accordance with accepted practices; (ii) use the Services in a manner that interferes with other users' use of the Services; (iii) use the Services in any manner that violates our Policies and Procedures; or (iv) use any ad blocking mechanism, device, or tool to prevent the placement of advertisements in the Services;

- (d) Circumvent any technical measures we have put in place to safeguard the Services or the confidentiality, integrity or accessibility of any information housed thereon, or any technical measures we have put in place to restrict access to the Services solely to the class of persons expressly so authorized pursuant to Sections 3.1.1 through 3.1.3; and
- (e) Access any portion of the Services other than with a commercial browser (such as Internet Explorer, Mozilla Firefox or Chrome) or mobile applications developed and operated by us.

3.5 Clinical Support Information.

We may provide information to assist you in clinical decision-making. This may include information and reminders concerning drug interactions, allergies, dosages, as well as general health-care related information and resources. We may also provide forums for our users to exchange information. You agree that the information and materials available through the Services are for informational and educational purposes only and are not intended to constitute professional advice, diagnosis or treatment, or to substitute for your professional judgment. Information may be placed in the Services by us and by third parties beyond our control. We are not responsible for the accuracy or completeness of information available from or through the Services. You assume full risk and responsibility for the use of information you obtain from or through the Services, and neither we nor any of our licensors or data providers are responsible or liable for any claim, loss, or liability arising from use of the information. We do not recommend or endorse any provider of health care or health-related products, items or services, and the appearance of materials in the Services relating to any such products, items or services is not an endorsement or recommendation of them. You will review the definitions, functionality, and limitations of the Services, and to make an independent determination of their suitability for your use. We and our suppliers and licensors disclaim all warranties, whether expressed or implied, including any warranty as to the quality, accuracy, and suitability of the information provided by the Services for any purpose.

3.6 Safeguards.

3.6.1 You will implement and maintain appropriate administrative, physical and technical safeguards to protect information within the Services. Such safeguards shall comply with federal, state, and local requirements, including the Privacy Rule and the Security Rule, whether or not you are otherwise subject to HIPAA. You will maintain appropriate security with regard to all personnel, systems, and administrative processes used by you or members of your Workforce to transmit, store and process electronic health information through the use of the Services.

3.6.2 You will immediately notify us of any breach or suspected breach of the security of the Services of which you become aware, or any unauthorized use or disclosure of information within or obtained from the Services, and you will take such action to mitigate the breach, suspected breach, or unauthorized use or disclosure of information within or obtained from the Services as we may direct, and will cooperate with us in investigating and mitigating the same.

3.7 User Identification.

We authorize you and your Authorized Workforce to use the Practice IDs and User IDs assigned to you by us. You acquire no ownership rights in any Practice ID or User ID, and Practice IDs and User IDs may be revoked or changed at any time in our sole discretion. You will adopt and maintain reasonable and appropriate security precautions for Practice IDs and User IDs to prevent their disclosure to or use by unauthorized persons. Each member of your Authorized Workforce shall have and use a unique identifier. You will ensure that no member of your Workforce uses a User ID assigned to another member.

3.8 No Third-Party Access.

Except as required by law, you will not permit any third party (other than persons who satisfy the definition of Authorized Workforce and meet the requirements of Section 3.1.3) to use or access the Services without our prior written agreement. Nor will you authorize or assist any person or entity in accessing, or attempting to access, any portion of the Services via any means other than a commercial

browser (such as Internet Explorer, Mozilla Firefox or Chrome) or a mobile app that we have authored and provided to you. You will promptly notify us of any order or demand for compulsory disclosure of health information if the disclosure requires access to or use of the Services. You will cooperate fully with us in connection with any such demand. You will also notify us in the event that any person or entity, whether or not a member of your Authorized Workforce, (a) attempts to access the Services by any means other than a commercial browser, (b) claims to offer a service or system that "integrates with" our Services or (c) requests to use your Practice ID or User ID or requests that you obtain a Practice ID or User ID in order to access to the Services in a manner that would violate this Agreement if you engaged in such activity.

3.9 Your Workforce.

You may permit your Authorized Workforce to use the Services on your behalf, subject to the terms of this Agreement. You will:

- 3.9.1** Obtain a unique User ID from us for each member of your Authorized Workforce, providing the legal name(s) of each such member for which you are seeking a User ID;
- 3.9.2** Train all members of your Authorized Workforce in the requirements of this Agreement and the Policies and Procedures relating to their access to and use of the Services, and ensure that they comply with such requirements;
- 3.9.3** Take appropriate disciplinary action against any member of your Workforce who violates the terms of this Agreement or the Policies and Procedures;
- 3.9.4** Ensure that only the person to whom a User ID has been assigned accesses the Services with the User ID; and
- 3.9.5** Immediately notify us of the termination of employment of any member of your Authorized Workforce, or of your withdrawal of authorization for any such person to access the Services.

3.10 Personal Health Record.

You make available to your patients portions of their medical records through a web-based personal health record portal that we operate on your behalf (a "Patient Portal"). Patients are granted Patient Portal access privileges and your patients retain the ability to revoke those access privileges to providers. A patient may not, however, prevent a provider from access to information input by said provider. You are also solely responsible for the information that you make available to patients through our Patient Portal. Health information included in Patient Portals will be held as part of the health record that we maintain for you, and will be subject to the terms of this Agreement and our business associate obligations stated in Section 9.

3.11 Forums.

We may offer forums for the exchange of information among our users. You will comply with all applicable forum rules. In particular, you understand that we do not assure the accuracy, reliability, confidentiality or security of information made available through the use of such forums. You acknowledge that any information you post in a forum or discussion group is available to the public, and may result in your receiving communications from others outside our site. You are responsible for safeguarding the privacy of you and your patients' personal information when you participate in forums, discussion groups and the like. You agree not to disclose individually identifiable health information through such forums.

3.12 Compliance with Law.

You are solely responsible for ensuring that your use of the Services complies with applicable law, including laws relating to maintenance of privacy, security, and confidentiality of patient and other health information. You will not grant any user, including members of your Authorized Workforce, any rights to access or use of our Services that they would not be allowed to have under applicable

laws. We offer no assurance that your use of the Services under the terms of this Agreement will not violate any law or regulation applicable to you. Except as otherwise provided in this Agreement, we will keep Your Information private and will not share it with third parties, unless we believe in good faith that disclosure of Your Information is necessary to (i) comply with a court order, warrant or other legal process, (ii) protect the rights, property or safety of MBL or others, or (iii) investigate or enforce suspected breaches of this Agreement.

3.13 Professional Responsibility.

You will be solely responsible for the professional and technical services you provide. We make no representations concerning the completeness, accuracy or utility of any information in the Services, or concerning the qualifications or competence of persons who placed it there. We have no liability for the consequences to you or your patients of your use of the Services.

3.14 Cooperation.

You will cooperate with us in the administration of the Services, including providing reasonable assistance in evaluating the Services and collecting and reporting data requested by us for purposes of administering the Services.

3.15 Indemnification.

You hereby agree to indemnify, defend, and hold harmless us and other users, and our and their respective affiliates, officers, directors, employees and agents, from and against any claim, cost or liability, including reasonable attorneys' fees, arising out of or relating to: (a) the use of the Services by you or your Workforce; (b) any breach by you or your Workforce of any representations, warranties or agreements contained in this Agreement; (c) the actions of any person gaining access to the Services under a User ID assigned to you or a member of your Workforce; (d) the actions of anyone using a User ID, password or other unique identifier assigned to you or any member of your Workforce that adversely affects the Services or any information accessed through the Services; and (e) your negligent or willful misconduct, or that of any member of your Workforce. Your indemnification obligations in this Agreement (including this Section 3.15) are cumulative, and are not intended to, nor do they, limit your indemnification obligations elsewhere in this Agreement or at law, even if such obligations arise or are occasioned or triggered by a single assertion, claim, circumstance, action, event or transaction.

4. Use of Information

4.1 Purpose of Services.

The purpose of the Services is to store Your Health Information and (i) to make it available to you and your Authorized Workforce for any legal purpose, including treatment, payment and health care operations; (ii) to facilitate the sharing of individuals' health information among users, and (iii) to make health information available to your patients through the MBL NuVista portal. You may make Your Health Information accessible to other users of the Services and to your patients through the Services for these purposes. You authorize us, as your business associate, to use and disclose Your Health Information as follows, subject to the recipient's agreement to comply with applicable laws and regulations relating to the use and disclosure of health information, and subject also to the provisions of Section 9:

4.1.1 We will permit unrestricted access to Your Patients' Health Information to you and your Authorized Workforce. You are responsible for ensuring that your use of Your Health Information documentation is consistent with the relevant legal restrictions.

4.1.2 We will permit access to Your Patients' Health Information to your patients who have agreed to become Members of our Private National Health Information System.

4.1.3 We will permit access to Health Information by health care providers and their business associates to whom have Consented to become Members to the Services and who have otherwise agreed to integrate with our systems pursuant to appropriate assurances. You agree and give your Consent that Patient Member health information is available to other providers and their business associates who become Members of our System or who present bona fide release of medical records duly signed by a

patient or their legal representative. You acknowledge that once we have granted access rights to another provider, we have no control over the uses and disclosures that the provider makes of Your Health Information, and the recipient may be subject to its own legal or regulatory obligations (including HIPAA) to retain such information and make such information available to patients, governmental authorities and others as required by applicable law or regulation.

- 4.1.4** We may disclose or permit access to Your Health Information to health plans, health care clearinghouses, medical groups, independent practice associations, your authorized service providers and other parties responsible for payment and their business associates for the purpose of obtaining payment for services you provide, unless you advise us in writing that the patient has paid out of pocket in full for the service to which the health information relates, and has requested that it not be disclosed to his or her health plan.
- 4.1.5** We may De-Identify Your Health Information and Your Information, and use and disclose De-Identified Information as provided by Section 5 and Section 7.2.
- 4.1.6** We may create limited data sets from Your Health Information, and disclose them for any purpose for which you may disclose a limited data set; and you hereby authorize us to enter into data use agreements on your behalf for the use of limited data sets, in accordance with applicable law and regulation.
- 4.1.7** We may use Your Health Information in order to prepare analyses and reports, such as activity or quality-metrics reports, or any other reports the Services makes available, in order to render these reports to You. Such reporting will be done in a manner that does not make any disclosure of Your Health Information that you would not be permitted to make.
- 4.1.8** We may use Your Health Information for the proper management and administration of the Services and our business, and to carry out our legal responsibilities. We may also disclose Your Health Information for such purposes if the disclosure is required by law, or we obtain reasonable assurances from the recipient that it will be held confidentially and used or further disclosed only (a) as required by law (as such term is defined in 45 CFR §164.103), or (b) for the purpose for which it was disclosed to the recipient, and the recipient notifies us of any instances of which it is aware in which the confidentiality of the information has been breached. Without limiting the foregoing, we may permit access to the system by our contracted system developers under appropriate confidentiality agreements.
- 4.1.9** We may use Your Health Information and Directory Information (defined below) to contact your patients on your behalf for any purpose for which you would be permitted to contact them, including:
- (a) For treatment, including sending appointment and prescription refill reminders;
 - (b) For case management and care coordination, or to direct or recommend alternative treatments, therapies, health care providers or settings of care;
 - (c) To request authorization on your behalf from your patients to use or disclose their health information for any purpose for which use or disclosure may be made with an appropriate authorization, including marketing purposes. You agree that we may also use and disclose your patients' health information as permitted by any such authorization; and
 - (d) To provide information about health-related products or services that you provide, or that we Provide on your behalf as your business associate.
- 4.1.10** We may use or disclose Your Health Information for other purposes, as from time to time described in our Policies and Procedures; provided that we will not make or permit any such use or disclosure that would violate applicable law or regulation if made by you or your business associate. Except as provided in Subsections 4.1.7 through 4.1.10, and notwithstanding any other provision of this Section, we will not use or disclose Your Health Information in any manner that would violate the requirements of the Privacy Rule if done by you.

4.2 Responsibility for Misuse by Other Users.

You acknowledge that in granting access to the Services for the purposes set forth in Section 4.1, we will rely on the assurances of the recipients of the information as to (i) their identity and credentials, (ii) the purposes for which they are accessing the system, and (iii) the nature and extent of the information to which they will have access. You acknowledge that, while the Services will contain certain technical safeguards against misuse of the Services, it will rely to a substantial extent on the representations and undertakings of users of the Services. You agree that we will not be responsible for any unlawful access to or use of Your Health Information by any user resulting from the user's misrepresentation to us, or breach of the user's user agreement or our Policies and Procedures.

4.3 Specially Protected Information.

We apply the standards of the Privacy Rule in permitting access to the Services. You acknowledge that other federal and state laws impose additional restrictions on the use and disclosure of certain types of health information, or health information pertaining to certain classes of individuals. You agree that you are solely responsible for ensuring that Your Health Information may properly be disclosed for the purposes set forth in Section 4.1, subject to the restrictions of the Privacy Rule and applicable law. In particular, you will:

4.3.1 not make available to other users through the Services any information in violation of any restriction on use or disclosure (whether arising from your agreement with such users or under law);

4.3.2 obtain all necessary consents, authorizations or releases from individuals required for making their health information available through the Services for the purposes set forth in Section 4.1;

4.3.3 include such statements (if any) in your notice of privacy practices as may be required in connection with your use of the Services; and

4.3.4 not place in the Services any information that you know or have reason to believe is false or materially inaccurate.

4.4 mBodylogic. With patient Consent, we will make your online health record for any patient accessible to any other user of the Services whom you approve or refer who then becomes a Registered Member of our system. It is the patient right and responsibility to revoke or approve Consent with respect to any other user at any time. While you are a Member, an approved user may view, edit or otherwise alter any current health record designated by a patient for his or her use. If patient Consent is revoked, the approved Member user will continue to have the ability to view the health record in the form in which it existed at the time Consent was revoked, but will not be able to view changes made to the record thereafter, and will not be able to edit the record. The same rules apply to any patient record. You and your Workforce are fully responsible for the information in any chart that you enter. You or your Workforce should not share patient information that violates any state or federal laws, such as information relating to HIV testing. Patients may allow you or other providers to share only subsections of a patient chart. In any event, but especially in cases of potential fraud, misuse or abuse of the Services, we reserve the right, in our sole judgment, to revoke, remove, cancel or deny continued access to any health record until such time as patient is notified and patient gives permission to any professional user or caretaker, friend or family member to use and access their health information on our Member System. The overriding policy is that the Patient owns their medical record and makes determination of who may access their record.

4.5 Provider Directories; Opt-Out. We may include your Directory Information (defined below) in our (a) "Public Provider Directories," which are electronic directories for patients and the general public; and (b) "Professional Provider Directories," which are electronic directories for Providers and other members of the healthcare community ((a) and (b) collectively, "Provider Directories"). Provider Directories may be made available in various electronic formats, including searchable databases, Provider landing pages, interactive reference tools, and integrated look-up features, among others. They may also incorporate information designed to help users, such as integrated maps, and licensure confirmation tools, among others. Provider Directories may include a "contact" feature that allows users to contact other users directly through the Services. Our Public Provider Directory may be made

available to public search engines to aid Provider discovery. Listing in the Provider Directories is subject to eligibility criteria, which may differ between the Public Provider Directory and Professional Provider Directory. If you meet the applicable criteria, some or all of your Directory Information will be automatically included in the applicable Provider Directory(ies), unless you utilize our "opt out" feature or otherwise inform us in writing that you wish to be excluded. A Provider's "Directory Information" includes the Provider's name, name(s) of physicians or other healthcare professionals associated with a Provider, associated specialties, Provider's business telephone number(s) and physical address(es), and the Provider's available appointment slots, as each is indicated from information a Provider has inputted or imported into the Services. The Directory Information may include additional information you input or upload into profile tools we make available in the Services (such as a profile photograph, accepted insurance, available office hours, a front desk email address, and the like), as and when such tools are available.

5. Providing Physician Data to Payers

Without limiting the provisions of Section 7.2, you agree that we may provide De-Identified Health Information and other information (including Your Personal Information and information concerning your practice) to any medical group, independent practice association of physicians, health plan or other organization with which you have a contract to provide medical services, or to whose members or enrollees you provide medical services. Such information may identify you, but will not identify any individual to whom you provide services. Such information may include aggregated data concerning your patients, diagnoses, procedures, orders and the like.

6. Product and Service Notifications

We may place advertisements concerning the products and services of third parties throughout the Services, so that you see them when you use the Services. We may receive remuneration from the suppliers of these products and services for placing their advertisements. We may use computerized processes to tailor the advertisements to you or to your use of the system. However, except as expressly permitted by this Agreement or by our Policies and Procedures, unless we obtain your Consent, we will not disclose to any third party any information that identifies you to enable the third party to market products or services to you directly.

7. Intellectual Property Rights

7.1 Individually Identifiable Health Information. You retain all rights with regard to Your Health Information, and we will only use such information as expressly permitted in this Agreement.

7.2 De-Identified Information. In consideration of our provision of the Services, you hereby transfer and assign to us all right, title and interest in and to all De-Identified Information that we make from Your Health Information or Your Personal Information pursuant to Section 4.1.5. You agree that we may use, disclose, market, license and sell such De-Identified Information for any purpose without restriction, and that you have no interest in such information, or in the proceeds of any sale, license, or other commercialization thereof. You acknowledge that the rights conferred by this Section are the principal consideration for the provision of the Services, without which we would not enter into this Agreement.

7.3 Other Works and Information. You hereby grant to us a nonexclusive, royalty-free, fully paid-up, perpetual, irrevocable, worldwide and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display any information, material or work product – other than Your Health Information and Your Personal Information that has not been De-Identified – you provide to this site. You agree that we may use, disclose, market, license and sell such information and works, including derivative products, without restriction. This includes, for example, custom templates that you create using the Services, and information (other than Your Health Information or Your Personal Information which has not been De-Identified) that you contribute to forums, discussion groups and the like. You may provide content or material to this site by participating

in forums, discussion groups and the like, or by using the site to create custom templates and the like. Furthermore, you agree that we may use, disclose, market, license and sell such material or content, and that you have no interest in the information, or in the proceeds of any sale, license, or other commercialization thereof. You warrant and agree that any material you provide will not infringe or otherwise violate the intellectual property or other rights of others, and will not be otherwise unlawful, infringing, threatening, libelous, defamatory, obscene, pornographic, or in violation of any law.

8. Individuals' Rights

You are solely responsible for affording individuals their rights with respect to relevant portions of Your Health Information, such as the rights of access and amendment. You will not undertake to afford an individual any rights with respect to any information in the Services other than Your Health Information.

9. Business Associate Provisions

In maintaining, using and affording access to Your Health Information in accordance with this Agreement, we will:

- 9.1** Not use or disclose such information except as permitted or required by this Agreement or as required by law;
- 9.2** Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to electronic protected health information, to prevent use or disclosure of such information other than as provided for by this Agreement;
- 9.3** Report to you any use or disclosure of such information not provided for by this Agreement of which we become aware, including breaches of unsecured protected health information as required by §164.410 of HIPAA, and any security incident involving the information of which we become aware;
- 9.4** In accordance with §§164.502(e)(1)(ii) and 164.308(b)(2) of HIPAA, as applicable, ensure that any subcontractors that create, receive, maintain or transmit Protected Health Information on our behalf agree to the same restrictions, conditions, and requirements that apply to us with respect to such information; and we obtain satisfactory assurances that such subcontractors will appropriately safeguard such information (it being understood, for the avoidance of doubt, that other users of the Services are not our subcontractors);
- 9.5** Make available Protected Health Information to you as necessary to satisfy your obligations under §164.524 of the Privacy Rule;
- 9.6** Make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with §164.526 of the Privacy Rule;
- 9.7** Maintain and make available such information required to provide an accounting of disclosures in accordance with §164.528 of the Privacy Rule;
- 9.8** To the extent that we are to carry out your obligations under the Privacy Rule, comply with the requirements of the Privacy Rule that apply to you in the performance of such obligations;
- 9.9** Make our internal practices, books, and recoMBL relating to the use and disclosure of Protected Health Information received from, or created or received by us on your behalf, available to the Secretary of the United States Department of Health and Human Services for purposes of determining your compliance with the Privacy Rule; and
- 9.10** At termination of this Agreement we will provide the Provider of Record with a copy of Your Health Information in an electronic form that is accessible through commercially available hardware and software. You may have to purchase such hardware and software from third parties in order to access your data, and you may have to configure your systems in order to use your data in your practice. Upon termination we will, if feasible, return or destroy all Protected Health Information received from,

or created or received by us on your behalf that we still maintain in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. You acknowledge that if you have approved, in accordance with the terms of this Agreement, other users of our services (such as your patients, other providers, clinical laboratories or pharmacies) or their respective business associates, we will continue to make such information and data available to such users pursuant to the terms of the agreements we have with them.

10. Computer Systems

You will acquire, install, configure and maintain all hardware, software and communications systems necessary to access the Services (your "Implementation"). Your Implementation will comply with the specifications from time to time established by us. You will ensure that your Implementation is compatible with the Services. If we notify you that your Implementation is incompatible with the Services, you will eliminate the incompatibility, and we may suspend Services to you until you do so.

11. Third-Party Sites and Service Providers

The Services may contain hyperlinks (including hyperlinked advertisements) to Internet web sites operated by third parties, or to materials or information made available by third parties. Such third parties may offer goods or services for sale to you. Such links do not constitute or imply our endorsement of such third parties, or of the content of their sites, the quality or efficacy of their goods or services, or their information privacy or security practices, and we have no responsibility for information, goods or services offered or provided by such third parties, or for the manner in which they conduct their operations. Your use of third-party sites and the materials, goods and services offered by them is entirely at your own risk, and is subject to the terms of use of the third parties operating or providing them. You should assume that any Internet page or other material that does not bear the official MBL logo is provided by a third party.

12. Fees and Charges

12.1 Service Fees.

You will not pay us any service fee for the use of our advertisement-supported Services. If you elect to use our Services with no advertisements you will pay to us our standard service fee (the "Service Fee") for the Services to which you have access during the Term of this Agreement. You also agree to pay, at our then current rates, for all goods or services that you request from us and that are not included in our standard services ("Miscellaneous Charges"). We will notify you of the Service Fee when you are granted access to a service, and we will notify you of the applicable Miscellaneous Charges before performing services to which a Miscellaneous Charge will apply. The Service Fee and Miscellaneous Charges may change from time to time. Current fees and charges may be obtained by calling 856-629-0400.

12.2 Payment.

The Service Fee and any Miscellaneous Charges shall be paid within twenty (20) days of date of invoice at the address set forth under our name below, or such other address as may be set forth in our Policies and Procedures. Payments must be made by Credit or Debit Card or Check in advance of the next month service. Automatic monthly payments are encouraged.

12.3 Late Charges. Fees not paid within ten (10) business days of the due date are subject to a late charge of five percent (5%) of the amount owing and interest thereafter at the rate of one and one-half percent (1½%) per month on the outstanding balance, or the highest amount permitted by law, whichever is lower. Failure to pay fees within ten (10) days of the due date may result in termination of access to the Services without notice. A reconnection fee equal to one (1) month's Service Fee shall be assessed to re-establish connection after termination due to non-payment.

12.4 Taxes.

All charges and fees shall be exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future, and you agree to pay any tax (excluding taxes on our net income) that we may be required to collect or pay now or at any time in the future and that are imposed upon the sale or delivery of items and services purchased under this Agreement.

12.5 Other Charges.

You are responsible for any charges you incur to use the Services, such as telephone and equipment charges, and fees charged by third-party vendors of products and services.

13. Confidential Information

13.1 You may not disclose our Confidential Information to any other person, and you may not use any Confidential Information except for the purpose of this Agreement. Except as otherwise provided in this Agreement, you may not, without our prior written consent, at any time, during or after the Term of this Agreement, directly or indirectly, divulge or disclose Confidential Information for any purpose. In addition, except for the purposes of using the Services, you will not use Confidential Information for any other purposes. You will hold all Confidential Information in strict confidence and to take all measures necessary to prevent unauthorized copying, use, or disclosure of Confidential Information, and to keep the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain its confidentiality. You will disclose Confidential Information only to members of your Workforce who have a need to use it for the purposes of this Agreement. You will inform all such recipients of the confidential nature of Confidential Information and will instruct them to deal with Confidential Information in accordance with the terms of this Agreement. You will promptly advise us in writing of any improper disclosure, misappropriation, or misuse of the Confidential Information by any person, which may come to your attention.

13.2 You agree that we will suffer irreparable harm if you fail to comply with your obligations set forth in Section 13.1, and you further agree that monetary damages will be inadequate to compensate us for any such breach. Accordingly, you agree that we will, in addition to any other remedies available to us at law or in equity, be entitled to the issuance of injunctive relief to enforce the provisions hereof, immediately and without the necessity of posting a bond.

14. Disclaimer, Exclusion of Warranties, and Limitation of Liability

14.1 Carrier Lines. YOU ACKNOWLEDGE THAT ACCESS TO THE SERVICES WILL BE PROVIDED OVER VARIOUS FACILITIES AND COMMUNICATIONS LINES, AND INFORMATION WILL BE TRANSMITTED OVER LOCAL EXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES, AND OTHER DEVICES (COLLECTIVELY, "CARRIER LINES") OWNED, MAINTAINED, AND SERVICED BY THIRD-PARTY CARRIERS, UTILITIES, AND INTERNET SERVICE PROVIDERS, ALL OF WHICH ARE BEYOND OUR CONTROL. WE ASSUME NO LIABILITY FOR OR RELATING TO THE INTEGRITY, PRIVACY, SECURITY, CONFIDENTIALITY, OR USE OF ANY INFORMATION WHILE IT IS TRANSMITTED ON THE CARRIER LINES, OR ANY DELAY, FAILURE, INTERRUPTION, INTERCEPTION, LOSS, TRANSMISSION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION ATTRIBUTABLE TO TRANSMISSION ON THE CARRIER LINES. USE OF THE CARRIER LINES IS SOLELY AT YOUR RISK AND IS SUBJECT TO ALL APPLICABLE LOCAL, STATE, NATIONAL, AND INTERNATIONAL LAWS.

14.2 NO WARRANTIES.

ACCESS TO THE SERVICES AND THE INFORMATION CONTAINED ON THE SERVICES IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, AND WE DISCLAIMED ALL WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND

TITLE. YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL ACTS OR OMISSIONS TAKEN OR MADE IN RELIANCE ON THE SERVICES OR THE INFORMATION IN THE SERVICES, INCLUDING INACCURATE OR INCOMPLETE INFORMATION. IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF INFORMATION OR DATA, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EVEN IF WE HAVE BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. WE DISCLAIM ANY AND ALL LIABILITY FOR ERRONEOUS TRANSMISSIONS AND LOSS OF SERVICE RESULTING FROM COMMUNICATION FAILURES BY TELECOMMUNICATION SERVICE PROVIDERS OR THE SERVICES.

14.3 Conditions for Breach.

We will not be deemed to be in violation of this Agreement unless you have first given us written notice specifying the nature of the default, and we have failed within thirty (30) days of receipt of the notice either to cure the default or, if cure within such period is not practicable, to be diligently proceeding to cure the default.

14.4 Other Users.

YOU ACKNOWLEDGE THAT OTHER USERS HAVE ACCESS TO AND ARE USING OUR SERVICES AND THE ACTIONS OF SUCH OTHER USERS ARE BEYOND OUR CONTROL. ACCORDINGLY, WE DO NOT ASSUME ANY LIABILITY FOR OR RELATING TO ANY IMPAIRMENT OF THE PRIVACY, SECURITY, CONFIDENTIALITY, INTEGRITY, AVAILABILITY, OR RESTRICTED USE OF ANY INFORMATION ON THE SERVICES RESULTING FROM ANY USER'S ACTIONS OR FAILURES TO ACT.

14.5 Unauthorized Access; Lost or Corrupt Data.

WE ARE NOT RESPONSIBLE FOR UNAUTHORIZED ACCESS TO YOUR DATA, FACILITIES OR EQUIPMENT BY PERSONS USING THE SERVICES OR FOR UNAUTHORIZED ACCESS TO, ALTERATION, THEFT, CORRUPTION, LOSS OR DESTRUCTION OF YOUR DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH THE SERVICES, WHETHER BY ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER MEANS. YOU ARE SOLELY RESPONSIBLE FOR VALIDATING THE ACCURACY OF ALL OUTPUT AND REPORTS, AND FOR PROTECTING YOUR DATA AND PROGRAMS FROM LOSS BY IMPLEMENTING APPROPRIATE SECURITY MEASURES, INCLUDING ROUTINE BACKUP PROCEDURES. YOU HEREBY WAIVE ANY DAMAGES OCCASIONED BY LOST OR CORRUPT DATA, INCORRECT REPORTS, OR INCORRECT DATA FILES RESULTING FROM PROGRAMMING ERROR, OPERATOR ERROR, EQUIPMENT OR SOFTWARE MALFUNCTION, SECURITY VIOLATIONS, OR THE USE OF THIRD-PARTY SOFTWARE. WE ARE NOT RESPONSIBLE FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED THROUGH OUR PROVISION OF THE SERVICES.

14.6 Limitation of Liability.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THEORY OF LIABILITY, SHALL BE LIMITED TO THE AGGREGATE FEES ACTUALLY PAID BY YOU UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRECEDING THE EVENT FIRST GIVING RISE TO THE CLAIM.

15. Insurance

You will obtain and maintain such policies of general liability, errors and omissions, and professional liability insurance with reputable insurance companies as is usually carried by persons engaged in your business covering the term of this Agreement.

16. Term; Modification; Suspension; Termination

16.1 Term.

The initial term of this Agreement shall commence on the date you "sign up" for the Services and continue for a period of one (1) year, and thereafter automatically continue until terminated as provided in this Section.

16.2 Termination upon Notice.

We or you may terminate this Agreement at any time without cause upon ninety (90) days' prior written notice to the other Party.

16.3 Modification.

We may update or change the Services or the terms set forth in this Agreement from time to time and recommend that you review the Agreement on a regular basis. You understand and agree that your continued use of the Services after the Agreement has been updated or changed constitutes your acceptance of the revised Agreement. Without limiting the foregoing, if we make a change to the Agreement that materially affects your use of the Services, we may post notice or notify you via email or our website(s) of any such change.

16.4 Termination, Suspension or Amendment as a Result of Government Regulation.

Notwithstanding anything to the contrary in this Agreement, we have the right, on notice to you, immediately to terminate, suspend, or amend this Agreement, without liability: (a) to comply with any order issued or proposed to be issued by any governmental agency; (b) to comply with any provision of law, any standard of participation in any reimbursement program, or any accreditation standard; or (c) if performance of any term of this Agreement by either Party would cause it to be in violation of law, or would jeopardize its tax-exempt status.

16.5 Judicial or Administrative Procedures; Credentialing.

We may terminate this Agreement immediately upon notice to you: (a) if you are named as a defendant in a criminal proceeding for a violation of federal or state law; (b) if a finding or stipulation is made or entered into that you have violated any standard or requirement of federal or state law relating to the privacy or security of health information is made in any administrative or civil proceeding; (c) you are excluded from participation in a federal or state health care program; or (d) you cease to be qualified to provide services as a health care professional, or we are unable to verify your qualifications as such.

16.6 Suspension of Access.

We may suspend access to the Services by you or any member of your Workforce immediately pending your cure of any breach of this Agreement, or in the event we determine in our sole discretion that access to or use of the Services by you or the member of your Workforce may jeopardize the Services or the confidentiality, privacy, security, integrity or availability of information within the Services, or that you or the member of your Workforce has violated or may violate this Agreement or our Policies and Procedures, or has jeopardized or may jeopardize the rights of any third party, or that any person is or may be making unauthorized use of the Services with any User ID assigned to you or a member of your Workforce. We may terminate the access of any member of your Authorized Workforce upon termination or change in status of his or her employment with you. Our election to suspend the Services shall not waive or affect our rights to terminate this Agreement as permitted under this Agreement.

16.7 Obligations after Termination.

Upon termination of this Agreement, you will (i) cease all use of the Services, (ii) pay the outstanding balance of any fees due to us, and (iii) remove all software or software access provided under this Agreement from your computer systems. All provisions of the Agreement which, by their nature, should survive termination shall survive termination, including Sections 1, 3.15, 5, 7, 9.9, 13, 14, 16.7, 17, 18, 19.3, and 21 through 27.

17. Applicable Law

The interpretation of this Agreement and the resolution of any disputes arising under this Agreement shall be governed by the laws of the State of New Jersey, without regard to its conflicts of laws provisions. If any action or other proceeding is brought on or in connection with this Agreement, the venue of such action shall be exclusively in the City and County of Woodbury, New Jersey.

18. Arbitration

18.1 EXCEPT FOR CLAIMS BY EITHER PARTY UNDER ANY OF THE SECTIONS OF THIS AGREEMENT LISTED IN SECTION 18.2, ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE SUBJECT TO FINAL AND BINDING ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). THE ARBITRATION SHALL BE CONDUCTED BEFORE A SINGLE ARBITRATOR IN ACCORDANCE WITH THE COMMERCIAL DISPUTE RESOLUTION PROCEDURES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") THEN IN EFFECT, AS MODIFIED BY THIS AGREEMENT, AND WILL BE ADMINISTERED BY THE AAA. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE EITHER PARTY FROM SEEKING TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF IN CONNECTION WITH AN ARBITRABLE CONTRVRSY, BUT ONLY UPON THE GROUND THAT THE AWARD TO WHICH THAT PARTY MAY BE ENTITLED MAY BE RENDERED INEFFECTUAL WITHOUT SUCH PROVISIONAL RELIEF.

18.2 THIS AGREEMENT TO ARBITRATE SHALL NOT APPLY TO CLAIMS BY ANY PARTY BROUGHT UNDER AND TO ENFORCE ANY ONE OR MORE OF THE FOLLOWING SECTIONS OF THIS AGREEMENT: 2.1; 3.1.2; 3.1.3; 3.2; 3.4.3(c), (d), or (e); 3.8; 3.9; or 16.7.

18.3 THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF, CLASS MEMBER, OR PRIVATE ATTORNEY GENERAL IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE-ATTORNEY-GENERAL PROCEEDING. BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIM WITH YOUR CLAIMS OR OUR CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY REPRESENTATIVE, CLASS, OR PRIVATE-ATTORNEY-GENERAL PROCEEDING. THE ARBITRATOR MAY AWARD DECLARATORY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.

18.4 ANY PART OF THIS AGREEMENT TO ARBITRATE THAT SHALL PROVE TO BE INVALID, VOID, OR ILLEGAL SHALL IN NO WAY AFFECT, IMPAIR, OR INVALIDATE ANY OTHER PROVISION OF THIS AGREEMENT TO ARBITRATE, AND SUCH OTHER PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

19. Amending Provider Information; Assignability of this Agreement; Assurances

19.1 Amending Provider Information. If you are a Provider of Record, you are required to submit to us all information necessary to confirm yourself as the Provider of Record, and maintain the accuracy of such information, in a timely fashion, during the term of this Agreement. You are also required to maintain the accuracy of all information associated with each User ID. We shall be entitled to rely on all information you submit to us, whether pursuant to Section 3.1 or this Section 19.1. In the event that you contact us and assert that you have authority to act on behalf of a Provider or any of its account(s) or data, you hereby agree to submit to us such written certifications, assurances (which may include a

written opinion of your counsel identifying us as beneficiaries entitled to rely on such opinion), instruments or judicial process as we, in our sole discretion, may request.

19.2 Assignments.

This Agreement may be transferred in its entirety by a Provider of Record in connection with the sale, transfer or reorganization of all or substantially all of the practice or business to which this Agreement relates; provided that each of the following conditions are satisfied in full: (a) an authorized representative of the transferor or transferee notifies us in writing of the transfer, the legal name of the transferee, and date of transfer; (b) the transferor or transferee submits to us such written certifications, assurances (which may include a written opinion of your counsel identifying us as beneficiaries entitled to rely on such opinion) or instruments as we, in our sole discretion, may request; and (c) we are satisfied, in our sole discretion, of the validity of the certifications, assurances or instruments submitted pursuant to clause (b). Upon our recognition of a transfer by a Provider of Record, the Administrative Rights and all User accounts of such Provider of Record's Authorized Workforce shall automatically transfer to such Provider of Record's recognized transferee. Except as expressly set forth in this Section 19.2, you may not assign or transfer this Agreement, in whole or in part, without our prior written consent, which may be withheld at our sole discretion. We may freely assign this Agreement in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

19.3 Assurances.

By requesting or directing us to take any action described in Section 19.1 or Section 19.2 with respect to any Provider or any account(s) or data held by such account(s), you represent and warrant that (i) you have the authority to act on such Provider's behalf or to control such account(s) or data, and (ii) your request or direction is not in furtherance of any purpose or action that would violate any provision of this Agreement, applicable law or the rights of any person or entity. YOU HEREBY WAIVE AND UNCONDITIONALLY RELEASE US, OUR AFFILIATES, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, DEBTS, LIABILITIES, EXPENSES, ACTIONS AND CAUSES OF ACTIONS OF EVERY KIND AND NATURE, WHETHER NOW KNOWN OR UNKNOWN, ARISING OUT OF OR IN CONNECTION WITH ANY ACTION WE TAKE OR DO NOT TAKE IN RESPONSE TO ANY REQUEST, DIRECTION, INFORMATION, CERTIFICATION, ASSURANCE OR INSTRUMENTS WE RECEIVE FROM YOU IN ACCORDANCE WITH SECTION 19.1 OR SECTION 19.2. ACCORDINGLY, YOU AGREE TO WAIVE THE BENEFIT OF ANY LAW, INCLUDING, TO THE EXTENT APPLICABLE, CALIFORNIA CIVIL CODE § 1542 (OR SIMILAR PROVISIONS OF THE LAWS OF OTHER STATES), WHICH STATES, A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. You hereby agree to indemnify, defend, and hold harmless us and other users, and our and their respective affiliates, officers, directors, employees and agents, from and against any claim, cost or liability, including reasonable attorneys' fees arising from: (a) any action we take in reliance on any information, certification, assurance or instrument you provide to us, or (b) any action we take that complies with any request or direction you at any time make or made.

20. Supervening Circumstances

No Party to this Agreement shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations under this Agreement by reason of: (a) severe weather and storms; (b) earthquakes or other natural occurrences; (c) strikes or other labor unrest; (d) power failures; (e) nuclear or other civil or military emergencies; (f) acts of legislative, judicial, executive, or administrative authorities; or (g) any other circumstances that are not within its reasonable control.

21. Severability

Any provision of this Agreement that shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision of this Agreement, and such other provisions shall remain in full force and effect.

22. Notices

Any and all notices required or permitted under this Agreement shall be sent by United States mail or email to the address provided below or to such other and different addresses as the Parties may designate in writing. If you supply us with an electronic mail address, we may give notice by email message addressed to such address; provided that if we receive notice that the email message was not delivered, we will give the notice by United States mail or email.

To us:

Mind Body Logic, LLC.
Attention: Customer Service
136 Hurffville-Crosskey Road; Sewell, NJ 08080
Main: 856-629-0400
Email: support@mbodylogic.com

To you, at the current contact information on file with us at the time notice is given.

23. Waiver

No term of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

24. Complete Understanding; Amendments

This Agreement contains the entire understanding of the Parties, and there are no other written or oral understandings or promises between the Parties with respect to the subject matter of this Agreement other than those contained or referenced in this Agreement.

25. No Third-Party Beneficiaries

Except as expressly provided for in Sections 2.2, 3.15, 14 and 19.3, nothing express or implied in this Agreement is intended to confer, nor shall confer, upon any person or entity other than the parties and their respective successors or assigns any rights, remedies, obligations, or liabilities whatsoever.

26. Electronic Transactions

THE SERVICES GIVE YOU THE ABILITY TO ENTER INTO AGREEMENTS, AUTHORIZATIONS, CONSENTS AND APPLICATIONS; MAKE REFERRALS; ORDER LAB TESTS; PRESCRIBE MEDICATIONS; OR ENGAGE IN OTHERS TRANSACTIONS ELECTRONICALLY. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS VIA THE SERVICES IN CONNECTION WITH SUCH ACTIVITIES CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND TRANSACTIONS, AND APPLIES TO ALL RECOMBL RELATING TO SUCH TRANSACTIONS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO TAKE SUCH ACTIONS.

27. Privacy Policy

The Services are provided by us under this Agreement on our website practicefusion.com. Your use of our Services are subject to our Privacy Policy By using the Services, you are consenting to the terms of the Privacy Policy and acknowledged that you have reviewed our Privacy Policy.

IN WITNESS WHEREOF and INTENDING TO BE LEGALLY BOUND, Licenser and Licensee have causes this agreement to be executed by their duly authorized representatives as of the dates indicated below.

BUSINESS ENTITY

MIND BODY LOGIC, LLC

Signature Date

Signature Date

Printed Name Title

Ronald Manno CEO