

Terms and Conditions

If you or your organization and Imedview, Inc. have entered into a written agreement for the use of Imedview, Inc.' Services then that written agreement supersedes these Terms of Use. For users that have not entered into a written agreement with Imedview, Inc., the following terms and conditions will apply to your use of this site and Viewpoint.

The Imedview, Inc. Viewpoint portals, including but not limited to www.Imedview.com, viewpointclient.imedview.com, viewpointpanel.imedview.com, and viewpointfacility.imedview.com, as well as any online features, services and/or programs offered by Imedview, Inc. collectively are referred to as the "Viewpoint portal" herein. By accessing or using the Viewpoint portal, you agree to the following Terms of Use in addition to the Imedview, Inc. Privacy Policy, also linked here (www.Imedview.com/privacy-policy). You should review these Terms and the Privacy Policy regularly as they may change at any time at the sole discretion of Imedview, Inc. If you do not agree to any portion of these Terms, you should not access or otherwise use the Viewpoint portal.

NOTICE OF ANY SUCH CHANGE WILL BE GIVEN BY THE POSTING OF A NEW VERSION OR A CHANGE NOTICE ON THE VIEWPOINT PORTAL. IT IS YOUR RESPONSIBILITY TO REVIEW THIS AGREEMENT AND THE PRIVACY POLICY PERIODICALLY. IF AT ANY TIME YOU FIND EITHER UNACCEPTABLE, YOU MUST IMMEDIATELY LEAVE THE VIEWPOINT PORTAL AND REFRAIN FROM USING THE SERVICES. PLEASE FEEL FREE TO CONTACT IMEDVIEW, INC. AT ANY TIME FOR QUESTIONS OR CONCERNS THAT YOU MIGHT HAVE REGARDING EITHER OF THESE DOCUMENTS AT THE LINK FOUND AT THE BOTTOM OF THE PAGE AND WE WILL BE HAPPY TO ASSIST YOU AND ADDRESSING YOUR CONCERNS. OUR MAIN GOAL IS A MUTUALLY BENEFICIAL RELATIONSHIP AND THE OPPORTUNITY TO ASSIST YOU IN ALL OF YOUR CLAIMS AND LITIGATION SUPPORT NEEDS.

1. Services Requests and Supporting Documentation

Imedview, Inc. provides users ("Users") access to the Viewpoint portal, a web-based application that functions as a client directed repository for all Imedview service offerings in our role as a claims and litigation support partner. Viewpoint allows the User to view the status of all services; download records; store records in a HIPAA compliant environment; and upload and share documents, and request new services, among many other functions. Imedview, Inc. also provides access to technology components of the Portal, provides notifications when updated records are ready for review, merge records from multiple locations into a single file, provide access to radiological images and attendant information, and communicate with Imedview staff.

2. Change Orders

If, after Imedview, Inc. begins work, you decide you want the work done differently than as specified in the original instructions then you shall be solely responsible for providing revised instructions to Imedview, Inc. If Imedview, Inc. incurs costs in conjunction with following any original or revised instructions, whether through re-work, abandoned work, or additional work, then you shall pay an additional charge consistent with the new work and with the originally stated pricing. Revised instructions include, but are not limited to, notifications of case settlement, rescheduling of appointments, requests to limit or augment existing record sets for review, claimant failures to appear, or submission of corrected documentation.

3. Fees

By requesting services through the Viewpoint portal or via direct contact with Imedview staff, you agree to pay Imedview, Inc. for services at the rates as agreed to at the time of the order. Imedview, Inc. will send invoices once the records are uploaded into Viewpoint (or the custodian indicates there are no records). The affidavit/certification of the custodian, where available and/or applicable, will be uploaded when it is received. Payment is due for goods and services no later than thirty days from the date of the invoice date unless other arrangements have been made with the appropriate Finance or Executive contact. Payment to Imedview, Inc. shall not in any way be contingent upon your receiving payment from your client or from any third party and shall be totally independent of any agreement that you

might have with your client or third party. Imedview, Inc. will, at their own discretion, agree to assist your office when there is an agreement in place for several entities to split the costs, but the ultimate responsibility for payment remains with the original requestor whether that be in the form of payment or assistance in receiving payment from the third-party entity. You hereby agree to pay all costs of collection, including reasonable attorneys' fees and court costs, incurred by Imedview, Inc. if legal action is instituted against you for breach of your payment responsibilities herein, including the failure of co-defense counsels and/or carriers introduced by you to pay. All fees are exclusive of applicable sales, excise, use or similar taxes.

4. **User Credentials, Accessing Viewpoint, and Account Security**

In connection with your use of the Viewpoint portal and services, you will be required to provide certain information such as, but not limited to claim numbers, file numbers, bill-to party contacts, plaintiff's attorneys' contact information, legal foundation documents, etc. You represent and warrant that all information you provide on any registration form or otherwise in connection with Your use of the Viewpoint portal or Services will be complete and accurate, and that You will maintain and promptly update that information as necessary to keep it complete and accurate.

You will also be asked to provide a username and password in connection with your use of the Viewpoint portal and services. You authorize Imedview, Inc. to rely on your username and password to identify you when you use the Viewpoint portal. You shall take all such actions as are necessary to maintain the confidentiality of, and to prevent the unauthorized use of your username and password. You agree to notify Imedview, Inc. if you become aware of the unauthorized use of Your username and password.

You may not use the account or password of any other Viewpoint portal or services user. You agree to notify Imedview, Inc. immediately of any unauthorized use of your account or password, including any use by former employees. Imedview, Inc. shall not be liable for any loss that you incur as a result of someone else using your account or password, regardless of whether that use is with or without your knowledge. You may be held liable for any losses incurred by Imedview, Inc., its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your account or password, including use by former employees.

We reserve the right to withdraw or amend this Web Portal in our sole discretion without notice. In such event, arrangements will be made for the Clients' continued access to work product, data, and documentation paid for or provided by them. From time to time we may restrict access to some parts of Viewpoint to users for technical or maintenance purposes. The User is responsible for ensuring their own access to Viewpoint, ensuring continued awareness of these Terms of Service and Privacy Policy, and ensuring that all access complies with all applicable laws and policies including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and all subsequent amendments and revisions (collectively known as HIPAA).

5. **Confidentiality**

"Confidential Information" means any and all information provided or disclosed by a party to the other party or any information either Party gains access to through its relationship with each other that a reasonable person would understand to be confidential (including pricing) especially as it relates to Personal Health Insurance (PHI). The Parties shall keep Confidential Information in strict confidence and shall use Confidential Information only in furtherance of this Agreement. The Parties agree to protect and maintain the confidentiality and security of Confidential Information with at least the same degree of care as normally exercised to protect their own confidential, proprietary and/or trade secret information of a similar nature, but in any case using no less than that degree of care regulated and demanded by HIPAA and any revisions or amendments made to those regulations and policies.

6. **Business Associate Agreement (under HIPAA) and Covered Entities**

Use of Viewpoint and requesting of Services to be performed by Imedview is considered tantamount to entering into a Business Associate Agreement as described under HIPAA. With regard to the protection of confidential information and or protected health information, you agree to comply with the restrictions and regulations set forth therein in your use of Viewpoint, including the submission of any PHI in connection therewith. You may request a copy of our

standard Business Associate Agreement and various policies regarding PHI Use and Disclosure, Covered Entities, and or PHI Subcontractors and Agents by contacting us at info@imedview.com.

7. **Intellectual Property Rights**

Viewpoint and www.imedview.com and the entire contents of both as well as the features, functionality, and appearance, including but not limited to all information, software, text, displays, images, video and audio, integration formats, and the design, selection, and arrangement thereof are owned by the Company and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property rights laws as applicable.

Your use of Viewpoint and the website is limited to non-commercial use, only, except for the information contained therein and paid for by the Client as a part of the Services that the Company provides. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our website or Viewpoint except that which is automatically and temporarily stored incidental to your accessing and viewing of those materials.

8. **Warranty and Security**

Imedview, Inc. will perform all Services in a professional and workmanlike manner in accordance with all laws and regulations overseeing the handling of the data and materials involved. Imedview, Inc. agrees to protect all personally identifiable information and protected health information that is disclosed by the Company and/or Users in connection with the Services and to comply with all applicable state and federal privacy and data security laws and regulations. Imedview, Inc. will at all times maintain reasonable and appropriate safeguards to protect Confidential Information. EXCEPT AS EXPRESSLY SET FORTH HEREIN, IMEDVIEW, INC. DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES RELATED TO THE SERVICES.

9. **Entire Agreement**

The Terms and Conditions in conjunction with our Privacy Policy constitute the sole and entire agreement between the Client and Imedview, Inc. with respect to Viewpoint and our website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to Viewpoint and the website.

All notices, feedback, comments, requests for support, and other communications relating to Viewpoint and the website should be directed to info@imedview.com.

11. Consent to Receive Email

By establishing an account with Imedview, Inc., You consent to receive periodic email communications from Imedview, Inc. concerning Imedview, Inc.'s services and other matters.

12. Prohibited Uses

You acknowledge that the Viewpoint portal contains highly sensitive information, including Personally Identifiable Information (PII) and Personal Health Information (PHI), to which no one, other than intended recipients should have access. Accordingly, Imedview, Inc. imposes certain restrictions on your use of the Viewpoint portal. You represent and warrant that You will not: (a) violate or attempt to violate any security features of the Viewpoint portal; (b) access content or data not intended for You, or log onto a server or account that you are not authorized to access; (c) distribute (including, without limitation, through email) the records made available to you via the Viewpoint portal; (d) attempt to probe, scan, or test the vulnerability of the Viewpoint portal, or any associated system or network, or breach any security or authentication measures without proper authorization; (e) interfere or attempt to interfere with the use of the Viewpoint portal or Services by any other user, host or network, including, without limitation by means of submitting a virus, overloading, "flooding," "spamming," "mail bombing," or "crashing" the Viewpoint portal or infrastructure that provides the Services. Any breach of this Section will result in the violation of the privacy rights of third-parties and may subject you to civil and/or criminal liability. Imedview, Inc. will cooperate with law enforcement in any investigation of any violation of this or any other Section of this Agreement.

13. Limitation of Liability

In no event shall either party's liability in any action arising under or relating to this Agreement exceed the total fees paid in the previous twelve (12) month period. In no event shall either party be liable to the other party for any indirect, consequential, or incidental damages, regardless of the theory of law.

14. Governing Law: Arbitration

This Agreement shall be interpreted and governed by the laws of the State of New York without regard to its rules regarding conflict of laws. By using the Viewpoint portal or Services, you agree that any claim, dispute, or controversy arising from or relating to this Agreement must be resolved by arbitration.

15. Agreement

BY USING THE VIEWPOINT PORTAL AND THE SERVICES OF IMEDVIEW, INC., YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OLD, ARE A RESIDENT OF THE UNITED STATES, AND ARE OTHERWISE LEGALLY QUALIFIED TO ENTER INTO AND FORM CONTRACTS UNDER APPLICABLE LAW. If you are using the Viewpoint portal or Services on behalf of a company, you further represent and warrant that you are authorized to act and enter into contracts on behalf of that company. This Agreement is void where prohibited.