

# TERMS OF SERVICE

**LAST UPDATED: JULY 2020**



THIS TERMS OF SERVICE DOCUMENT (“TOS”) IS A LEGAL CONTRACT BETWEEN MEDICAL DESIGN TECHNOLOGIES, LLC (“MDTECH”, ALSO “WE” OR “US”) AND YOU AS THE REGISTERED USER OR VISITOR (“You” or “Your”).

THIS TOS DESCRIBES YOUR PERMITTED USE OF THE WEBSITE LOCATED AT WWW.MDTECH.COM AND ANY RELATED SITES (TOGETHER WITH ITS SUBDOMAINS, THE “SITE” OR “SITES”), AND ANY USER/SUBSCRIBER USER OF MD CODER, MD MESSAGE AND MDTECH’S OTHER INTERACTIVE APPLICATIONS, AND THE SERVICES RELATED TO THE FOREGOING (COLLECTIVELY, THE “SERVICES”).

YOUR UNLESS OTHERWISE SPECIFIED, ALL REFERENCES TO “SITE” INCLUDE ANY SOFTWARE THAT MDTECH PROVIDES THAT ALLOWS YOU TO ACCESS THE SITE. BY USING THIS SITE, YOU HAVE AGREED TO ALL OF THE TOS. IF YOU DO NOT AGREE WITH ANY OF THESE TOS, DO NOT ACCESS OR OTHERWISE USE THIS SITE OR ANY OF MDTECH’S SERVICES.

## **I. Services and/or Sites We Provide**

The Services and/or Sites offer a platform that facilitates (i) communication between participating medical professionals and health care staff (“Healthcare Providers” or “Providers”) and their clients and patients (“Patients”); (ii) the provision of health care services online; (iii) the ability for Providers to capture encounter charges and diagnosis codes; and, (iii) the performance of virtual house calls via a secure Internet connection (the “Services”). A Healthcare Provider’s ability to use MDTech’s Services and/or Sites is not an endorsement or recommendation of that Healthcare Provider. MDTech is not a medical service provider, does not offer medical advice, is not a health insurance company, and is not licensed to sell health insurance. The medical advice provided by Your Healthcare Provider through the Services and/or Sites is not under the control of MDTech.

**USE OF MDTECH’S SERVICES IS NOT APPROPRIATE FOR EMERGENCIES. IF YOU THINK YOU HAVE A MEDICAL OR MENTAL HEALTH EMERGENCY, OR IF AT ANY TIME YOU ARE CONCERNED ABOUT YOUR CARE OR TREATMENT, CALL 911 OR GO TO THE NEAREST OPEN CLINIC OR EMERGENCY ROOM.**

While MDTech’s Services and/or Sites may provide access to certain general medical information, such access is not intended to provide medical advice or endorsement of the accessed information or the provider of that information. MDTech encourages all users to seek the advice of a physician or other qualified healthcare provider for any questions regarding personal health or medical conditions. MDTech does not verify the credentials of any participating Healthcare Provider or the status of their professional license.

## **II. Modifications to the Terms of Service**

MDTech can change, update, or add or remove provisions of these TOS, at any time by posting the updated TOS on the Site. By using the Services and/or Sites after MDTech has updated the TOS, You are agreeing to all the updated TOS; if You do not agree with any of the updated TOS, You must stop using the Services and/or Sites.

MDTech, from time to time, may make changes to the Services and/or Sites without prior notice. If You object to any such changes to the Services and/or Sites, Your sole recourse will be to stop using them. Continued use of the Services and/or Sites following the posting of any such changes is an acknowledgement of Your awareness of any agreement to such changes and Your satisfaction with the Services and/or Sites as modified. MDTech reserves the right to discontinue the Services and/or Sites at any time, with or without notice. Further, by Your use of the Services and/or Sites or continued use subsequent to any such changes, You thereby release MDTech from any and all claims and/or causes of action for any damage, loss or expense You might allege resulted from the actions of MDTech and agree to hold harmless and indemnify MDTech from and against any and all such claims by third parties asserted in Your name or on Your behalf.

In addition, certain features of the Services and/or Sites may be subject to additional terms of service. By using such features, or any part thereof, You agree to be bound by the additional terms of service applicable to such features; and, thereby release MDTech from any and all claims and/or causes of action for any damage, loss or expense You might allege resulted from the actions of MDTech and agree to hold harmless and indemnify MDTech from and against any and all such claims by third parties asserted in Your name or on Your behalf. If any of the additional terms of service conflict with these TOS, the additional terms will govern.

### **III. Patient and Health Care Provider Responsibilities and Obligations**

As a Patient, You acknowledge Your responsibility for Your use of MDTech's Services and/or Sites and in so doing, acknowledge that MDTech has no relationship, professional or otherwise, with Your Healthcare Provider; that any services obtained by You from a Healthcare Provider by utilizing the Services and/or Sites is done solely at Your own risk; and, You assume full responsibility for all risk, if any, associated therewith. By using MDTech's Services and/or Sites, You agree that MDTech is not responsible in any way for any malpractice or substandard treatment the Healthcare Provider may have rendered to You or anyone else for whom You may have responsibility.

As a Healthcare Provider, You acknowledge Your responsibility for Your use of MDTech's Services and/or Sites and that MDTech is not an agent or representative of any Patient and that neither MDTech nor its associated Services and/or Sites are a source of patient referrals. By Your use of the Services and/or Sites, You acknowledge (i) that You are solely responsible for the quality of the services You provide, (ii) Your compliance with all applicable laws in connection with Your use of the Services and/or Sites; (iii) that You have any and all necessary Federal, State and local licenses and certifications which may be required to practice Your profession; (v) and, have and maintain malpractice and liability insurance in compliance with all applicable regulatory and local requirements associated with the provision of Your professional services.

You also acknowledge that You are responsible for complying with any and all privacy laws applicable to the use of MDTech's Services and/or Sites, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). MDTech has established reasonable safeguards and procedures to protect the security of patient information, but You must also take steps to protect Your privacy and confidentiality that of Your patients. As a Healthcare Provider, You will be asked to enter a HIPAA business associate agreement with MDTech.

### **IV. Privacy Policy**

In the course of accessing and/or using MDTech's Services and/or Sites, MDTech may obtain information about You or You may be required to provide certain information to us. All use of Your information will be in accordance with our [Privacy Policy](#), which is an integral part of this TOS. By Your use of MDTech's Services and/or Sites, You are accepting the terms and conditions of our [Privacy Policy](#), as may be amended from time to time. If You do not agree to have Your information used in any of the ways described in the [Privacy Policy](#), You must discontinue use of the Services and/or Sites.

### **V. General Provisions Regarding Use and Age Requirement**

Certain age restrictions apply to the use of MDTech's Services and/or Sites. By Your use, You represent, acknowledge and agree that You are at least 18 years of age, or if You are under 18 years of age but are at least 13 years old (a "Minor"), that Your use is with the consent of Your parent or legal guardian and that You have received Your parent's or legal guardian's permission to be a user and to agree to its TOS. If You are the parent or legal guardian of a Minor and have consented to the Minor's use, You acknowledge and agree that You likewise are bound by the TOS and agree to bind the Minor to these TOS; and, for yourself, the Minor and anyone who might assert a claim for or on behalf of said Minor, agree to indemnify and hold harmless MDTech from any claims or cause of action resulting from the Minor's use. If You are not at least 13 years old, Your use is prohibited.

### **VI. Limited License**

MDTech provides content through its Services and/or Sites that is copyrighted and/or trademarked work of MDTech or MDTech's third-party licensors and suppliers or other users (collectively, the "Materials"). Materials may include logos, graphics, video, images, software and other content.

Subject to the TOS and Your compliance with the TOS, MDTech hereby grants You a revocable, limited, personal, non-exclusive and non-transferable license ("License") to use and to display the Materials solely for Your personal use. You acknowledge and agree that You have no other rights in MDTech's Services and/or Sites or any Materials and that You may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit same in any manner.

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Your breach any of these TOS will result in the immediate termination of the License. If Your License is terminated, You must immediately destroy any and all downloaded or printed Materials. Failure to do so is a breach of this contract and may subject You to a claim for damages.

## VII. Visitors and Registered Users

A visitor may view and browse through MDTech's associated Sites. You need not register with MDTech to view the Sites and see the partial, publicly accessible information in the Sites. However, in order to access the Services and Materials offered on and through the Sites, You must register with MDTech for an account and receive or create a password ("Registered User"). Registered Users can be patients or Healthcare Providers and their staff. Healthcare Providers and their staff are required to contract separately with MDTech and create appropriate user accounts.

### (a) Password Requirements

Registration for an account with MDTech requires submission of the following information through the Site's account registration page:

- i. Providers and their staff users: Providers and any staff who are going to use the Services and/or Sites *are required* to provide certain Personal Information, and information about their practices, including: the Provider's or staff's name, date of birth, gender, address, email, mobile and work phone; the Healthcare Provider's practice name, address, phone number and fax number; and a user id and password. MDTech may also collect certain optional information, including: middle name or initial, bank account or other payment information and other contact details, picture and communication preferences.
- ii. Patients: Patients are *required* to provide certain Personal Information, including: name, date of birth, gender, address, email, mobile and work phone, as well as a user id and password. Patients may also provide certain optional information, including middle name or initial, home phone and other contact info, pharmacy name and contact details, picture and communications preferences. In addition, the Patient can communicate other health-related information to the Healthcare Provider during a video consultation via the Services and/or Sites. Optional information is not required to register for an account but may be helpful to MDTech in providing You with a more customized experience when using the Services and/or Sites.

Please refer to our [Privacy Policy](#) for additional details regarding the information we collect from You and what we do with that information.

Once You have created Your MDTech account and provided a user-name and password, You are responsible for maintaining the confidentiality of Your MDTech password, and You are responsible for all activities that occur using Your MDTech password. You agree to not share Your MDTech password, let others access or use Your MDTech password or do anything else that might compromise the security of Your MDTech password. You agree to notify MDTech (i) if Your MDTech password is lost or stolen; (ii) if You are aware of any unauthorized use of Your MDTech password; or, (iii) if You know of any other breach of security in relation to the Services and/or Sites. You are solely responsible for any and all use of Your account and all activities that occur under or in connection with it.

By registering for an account, You represent and warrant that all information is accurate and current. You may change, correct or remove any information from Your account by logging into Your account and making the desired changes. You agree not to register for an account on behalf of an individual other than Yourself, or register for an account on behalf of any group or entity unless You are authorized to bind such person, group or entity to these TOS. By registering another person, group or entity You hereby represent that You are authorized to do so.

Individuals and/or entities whose access to the Services and/or Sites has previously been terminated by MDTech may not register for a new account.

### (b) Beta Version of the Services

If You register for a "beta account" or other pre-release version of MDTech's Services and/or Sites, ("Beta Release"), You acknowledge and agree that the Beta Release may contain, in MDTech' sole discretion, more or fewer features or different licensing terms than a subsequent commercial release version. MDTech may offer You the possibility of converting any "beta

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account” to a commercial release version account upon a subsequent launch date to the public (“Public Launch Date”). If You do not desire to continue Your use after the Public Launch Date, You may contact MDTech to delete Your account in accordance with the terms and conditions governing deletion of personal information set forth in MDTech’s [Privacy Policy](#). While MDTech generally intends to distribute commercial release versions, MDTech reserves the right not to release later commercial release versions of any Beta Release. Without limiting any disclaimer of warranty or other limitation stated herein, You agree that any Beta Release is not considered by MDTech to be suitable for commercial use, and that it may contain errors affecting its proper operation.

BY ACCEPTING THESE TOS, YOU ACKNOWLEDGE AND AGREE THAT USE OF A BETA RELEASE MAY EXHIBIT SPORADIC DISRUPTIONS THAT HAVE THE POTENTIAL TO DISRUPT YOUR USE OF THE SITE IN GENERAL AND ANY SERVICES THAT MAY BE OFFERED THROUGH THE SITE. MDTECH SPECIFICALLY DISCLAIMS ALL DAMAGES RESULTING FROM YOUR USE OF ANY BETA RELEASE.

## VIII. Payments and Subscriptions

### (a) Subscriptions

As a Registered User, You have access to certain password-restricted areas Services and/or Sites and Materials (a “Subscription”). Each Subscription and the associated rights and privileges is personal and non-transferable. All sales and payments of Subscription fees will be in US Dollars. Subscription fees are non-refundable.

The fee charged by MDTech for Provider and Provider’s staff Subscriptions is the price stated in Your Sales Order when registering to become a Registered User. MDTech reserves the right to change prices for Subscriptions at any time, and does not provide price protection or refunds in the event of promotions or price decreases. Notwithstanding, MDTech shall notify Registered Users of price changes per the terms of Your Master Services Agreement. MDTech will honor any Subscription prices until the expiration of the applicable Subscription Term.

Subscription fees are payable with credit and debit cards and ACH. MDTech accepts Visa, MasterCard, American Express, and Discover. Your credit or debit card will be charged for Your first Subscription fee on the date the order for Your Subscription is processed. At that time, MDTech will initiate activation of Your account. MDTech will notify You by email when Your account is live.

**IMPORTANT NOTICE: UNLESS CANCELLED PER THE TERMS OF THE MASTER SERVICES AGREEMENT, MDTECH WILL AUTOMATICALLY RENEW YOUR SUBSCRIPTION ON THE ANNIVERSARY DATE.**

**EACH SUBSCRIPTION’S AUTOMATIC RENEWAL IS FOR THE SAME PERIOD OF TIME AS YOUR ORIGINAL SUBSCRIPTION, UNLESS OTHERWISE INDICATED IN YOUR SALES ORDER. YOU MAY CANCEL YOUR SUBSCRIPTION PER THE MASTER SERVICES AGREEMENT AT ANY TIME BY CONTACTING MDTECH AT SUPPORT@MDTECH.COM. THERE ARE NO PRO-RATED REFUNDS FOR ANY UNUSED DAYS OF THE THEN-CURRENT SUBSCRIPTION TERM. IF YOU CANCEL YOUR SUBSCRIPTION, SUBSCRIPTION BENEFITS WILL CONTINUE UNTIL THE EXPIRATION OF THE THEN-CURRENT SUBSCRIPTION TERM FOR WHICH YOU HAVE PAID. SUBSCRIPTION BENEFITS EXPIRE AT THE END OF THE THEN-CURRENT SUBSCRIPTION TERM OR THE EFFECTIVE DATE OF YOUR CANCELLATION, WHICHEVER OCCURS FIRST.**

You are liable for paying any and all sales and use taxes applicable to the purchase of Your Subscription. Those fees are based on the mailing address You provide when You register as a Registered User. By registering, You authorize MDTech to charge You for any applicable taxes.

### (b) Purchases.

By registering with MDTech, You agree to pay all applicable fees or charges to Your account based on MDTech’s fees, charges, and billing terms in effect as detailed in Your Sales Order or the Master Services Agreement. If You do not pay on time or if MDTech cannot charge Your credit card or other payment method for any reason, MDTech reserves the right to either suspend or terminate the Services and/or Sites or Your access to the Site. If You have a balance due on any account, You agree that MDTech may charge such unpaid fees to Your credit card or otherwise bill You for such unpaid fees.

## IX. Special Provisions for Services.

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MDTech may make available the Services and/or Sites via a mobile device. To use the Services and/or Sites, You must have a mobile device that is compatible with the Services and/or Sites. MDTech does not warrant that the Services and/or Sites will be compatible with Your mobile device. MDTech hereby grants to You a non-exclusive, non-transferable, revocable license to use an object code copy of the Services and/or Sites for one registered account on one mobile device owned or leased solely by You, for Your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Services and/or Sites, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Services and/or Sites to any third-party or use the Services and/or Sites to provide time sharing or similar services for any third-party; (iii) make any copies of the Services and/or Sites; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services and/or Sites, features that prevent or restrict use or copying of any content accessible through the Services and/or Sites, or features that enforce limitations on use of the Services and/or Sites; or (v) delete the copyright and other proprietary rights notices on the Services and/or Sites. You acknowledge that MDTech may from time to time issue upgraded versions of the Services and/or Sites, and may automatically electronically upgrade the version of the Services and/or Sites that You are using on Your mobile device. You consent to such automatic upgrading on Your mobile device, and agree that these Terms will apply to all such upgrades. The foregoing license grant is not a sale of the Services and/or Sites or any copy thereof, and MDTech and its third-party licensors or suppliers retain all right, title, and interest in and to the Services and/or Sites (and any copy of the Services and/or Sites). Standard carrier data charges may apply to Your use of the Services and/or Sites.

The following additional terms and conditions apply with respect to any Services and/or Sites that MDTech provides to You designed for use on an Apple iOS-powered mobile device (an "iOS App"):

- You acknowledge that these TOS are between You and MDTech only, and not with Apple, Inc. ("Apple").
- Your use of MDTech's iOS App must comply with Apple's then-current App Store Terms of Service.
- MDTech, and not Apple, are solely responsible for our iOS App and the Services and Content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to our iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to our iOS App.
- You agree that MDTech, and not Apple, are responsible for addressing any claims by You or any third-party relating to our iOS App or Your possession and/or use of our iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to us as provider of the iOS App.
- You agree that MDTech, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to our iOS App or Your possession and use of our iOS App.
- You represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- You agree to comply with all applicable third-party terms of agreement when using our iOS App (e.g., You must not be in violation of Your wireless data service terms of agreement when using the iOS App).
- The parties agree that Apple and Apple's subsidiaries are third-party beneficiaries to these Terms as they relate to Your license of MDTech's iOS App. Upon Your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against You as they relate to Your license of the iOS App as a third-party beneficiary thereof.

The following additional terms and conditions apply with respect to any Services and/or Sites that MDTech provides to You designed for use on an Android-powered mobile device (an "Android App"):

- You acknowledge that these Terms are between You and MDTech only, and not with Google, Inc. ("Google").
- Your use of MDTech's Android App must comply with Google's then-current Android Market Terms of Service.
- Google is only a provider of the Android Market where You obtained the Android App. MDTech, and not Google, are solely responsible for MDTech's Android App and the Services and Content available thereon. Google has no obligation or liability to You with respect to MDTech's Android App or these Terms.

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- You acknowledge and agree that Google is a third-party beneficiary to the Terms as they relate to MDTech's Android App.

## **X. Geo-Location Terms.**

The Services may include and make use of certain functionality and services provided by third-parties that allow MDTech to include maps, geocoding, places and other content ("Geo Location") from IP Stack. . Your use of Geo-Location is subject to IP Stack's then current Terms of Service and by using Geo-Location, You are agreeing to be bound by IP Stack's Terms of Service. The use of Geo-Location is subject to the terms of the then current IP Stack's privacy policy (<https://ipstack.com/privacy>).

## **XI. Links to Third-Party Sites.**

MDTech's Services and/or Sites may be linked to other web sites that are not MDTech Sites (collectively, "Third-Party Sites") which may allow You to interact and/or conduct transactions with such Third-Party Sites or better use the Services and/or Sites. In certain situations, You may be transferred to a Third-Party Site through a link but it even though that transfer may not be evident. In any case, You acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than MDTech, and You further acknowledge and agree that Your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides. You hereby agree to comply with any and all terms and conditions, users guides and privacy policies of any of Third-Party Sites. MDTech is providing links to the Third-Party Sites to You as a convenience, and MDTech does not verify, make any representations or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites. To the extent you choose to access such Third- Party Sites, You do so at Your own risk and are responsible for compliance with any applicable laws, including but not limited to applicable local laws.

YOU AGREE THAT MDTECH WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY.

Any reference on the Services and/or Sites to any product, service, publication, institution, organization of any third-party entity or individual does not constitute or imply MDTech's endorsement or recommendation.

## **XII. Responsibility for Submissions.**

As a Registered User, You are responsible for the information, opinions, messages, comments, photos, videos, graphics, sounds and other content or material that You submit, upload, post or otherwise make available (each a "Submission"). You may not upload, post or otherwise make available on any MDTech Service and/or Site any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right owned by a third-party, and the burden of determining whether any material is protected by any such right is on You. You are solely responsible and liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from any Submission that You make. You are responsible for legality, reliability and appropriateness of any Submission You make.

Unless otherwise explicitly stated herein or in MDTech's [Privacy Policy](#), You agree that any Submission provided by You in connection with the Services and/or Sites is provided on a non-proprietary and non-confidential basis. You hereby grant to MDTech a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute each of Your Submissions, or any portion thereof, in any form, medium or distribution method now known or hereafter existing, known or developed, and authorize others to use the Submissions. We may modify or adapt Your Submissions in order to transmit, display or distribute them over computer networks and in various media and/or make changes to the Submissions as necessary to conform and adapt them to any requirements or limitations of any networks,

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devices, services or media, MDTech agrees to use any personally identifiable information contained in any of Your Submissions only in accordance with MDTech's [Privacy Policy](#).

You agree to pay for all royalties, fees, damages and any other monies owing any person by reason of any Submissions posted by You to or through this Site.

When You provide Submissions You agree that those Submissions shall not be in violation of the "Unauthorized Activities" paragraph below. **MDTech is not required to monitor, police or remove any Submissions or other information submitted by You or any other user.**

### XIII. Prohibited Activities.

When using MDTech's Services and/or Sites, You agree not to participate in any of the following ("Prohibited Activities"):

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Use racially, ethnically, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Use any robot, spider, scraper or other automated means to access the Site.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
- Alter the opinions or comments posted by others on this Site.

This list of Prohibited Activities is not complete or exclusive. MDTech reserves the right to (a) terminate access to Your account and Your ability to post to this Site and (b) refuse, delete or remove any Submissions; with or without cause and with or without notice, for any reason or no reason that MDTech determines in its sole discretion is inappropriate or disruptive to this Services and/or Sites, to any other user of the Services and/or Sites or to the public at large. **MDTech may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at MDTech's discretion, MDTech will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the Internet.**

You agree to indemnify and hold MDTech and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) MDTech or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any professional negligence or malpractice claim or any claim or demand from a third-party that Your use of MDTech's Services and/or Sites or the use of MDTEch's Services and/or Sites by any person using Your user name and/or password (including without limitation, Your participation in the posting areas or, Your Submissions) violates any applicable law or regulation, or infringes or misappropriates the copyrights, trademark rights or other rights of any third-party.

### XIV. Proprietary Rights.

All trademarks, names and logos on this Site are the property of their respective owners.

Unless otherwise specified in these Terms, all information and screens appearing on MDTEch's Services and/or Sites, including documents, services, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, are the sole property of MDTech. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

## **XV. Intellectual Property Infringement.**

MDTech respects the intellectual property rights of others. As a Registered User, You have agreed to do the same. MDTech may, in its sole discretion, terminate access to the Services and/or Sites for users who infringe the intellectual property rights of others.

### **(a) Digital Millennium Copyright Act (“DNCA”) Notifications for intellectual property infringement.**

If You believe that Your work is the subject of copyright infringement and/or trademark infringement and appears on our Site, please provide MDTech’s designated agent the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site.
- 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 at the Site, and information reasonably sufficient to permit MDTech to locate the material.
- Information reasonably sufficient to permit MDTech to contact You as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which You may be contacted.
- A statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark 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 owner of an exclusive right that is allegedly infringed.

MDTech’s agent for notice of claims of copyright or trademark infringement can be reached at **MDTech**, [compliance@mdtech.com](mailto:compliance@mdtech.com). Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

### **(b) Submitting a DMCA Counter-Notification**

MDTech will notify You that we have removed or disabled access to copyright-protected material that You provided, if such removal is pursuant to a valid DMCA take-down notice that we have received. If You receive such notice from us, You may provide us with a counter-notification in writing to MDTech designated agent that includes all of the following information:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from You under the penalty of perjury, that You have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that You consent to the jurisdiction of a court for the judicial district in which Your physical address is located, or if Your physical address is outside of the United States, for any judicial district in which MDTech may be located, and that You will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

### **(c) Termination**

MDTech reserves the right, in its sole discretion, to terminate the account or access of any user of our Services and/or Sites who is the subject of DMCA or other infringement notifications.

### **Disclaimer of Warranties.**

Your use of MDTech’s Services and/or Sites is at Your own risk. Materials and Submissions have not been verified or authenticated in whole or in part by MDTech, MDTech does not warrant the accuracy or timeliness of the Materials or Submissions posted on the Services and/or Sites. MDTech has no liability for the content of anything posted on the Services and/or Sites.



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**LAST UPDATED: JULY 2020**



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These TOS are subject to and construed solely in accordance with the laws of the State of Texas and the United States of America. You agree that any claim or dispute You may have against MDTech must be resolved exclusively by a state or federal court located in the State of Texas except as otherwise agreed by the parties or as described in the Arbitration subsection below. You agree to submit to the personal jurisdiction of the courts located in Harris County, TX for the purpose of litigating all such claims or disputes.

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**Arbitration.** Any claim against MDTech shall be resolved through arbitration conducted in accordance with the Rules of the American Health Lawyers Association. Any judgment rendered by the Arbitrator may be entered in any court of competent jurisdiction. Arbitration expressly excludes claims for injunctive or other equitable relief.

## **XXI. Electronic Communications.**

By using MDTech's Services and/or Sites, You consent to receiving electronic communications from MDTech. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to its Services and/or Sites. These electronic communications are part of Your relationship with MDTech. You agree that any notices, agreements, disclosures or other communications that we send You electronically will satisfy any legal communication or notice requirements, including that such communications be in writing.

## **XXII. General.**

If any of these TOS are found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. MDTech's failure to enforce any of these TOS is not a waiver of such TOS. These TOS are the entire agreement between You and MDTech and supersede any and all prior or contemporaneous negotiations, discussions or agreements between You and MDTech. The proprietary rights, disclaimer of warranties, representations made by You, indemnities, limitations of liability and general provisions shall survive any termination of these TOS.

## **XXIII. Contact Us.**

If You have any questions about these Terms or otherwise need to contact MDTech for any reason, You can reach us at **MDTech Inc.**, [support@mdtech.com](mailto:support@mdtech.com) or call us at 888-253-8813.