

TERMS OF USE

These Terms of Use (“Policy”) applies to the use of all Services provided by Collective Medical Technologies, Inc. (“CMT”) pursuant to a Master Subscription Agreement (“Underlying Agreement”) and may be updated or amended by CMT from time to time at CMT’s sole discretion.

A. CMT administers the Services to support the exchange of information among health care organizations who have entered into the Underlying Agreement (“Subscribers”).

B. In order to use the Services, Subscribers designate and authorize members of their Workforce to act on their behalf (“Users”). Individual Users are authorized to access and use the Services only in compliance with these Terms of Use (“ToU”). Each User must accept these Terms of Use before accessing the Services.

C. You, an individual User, are authorized to access and use Services under the following ToU. PLEASE READ THIS TOU CAREFULLY. YOUR ACCESS TO AND USE OF THE SERVICES IS SUBJECT TO THIS TOU. IF YOU DISAGREE OR CANNOT FULLY COMPLY WITH THIS AND ALL OTHER APPLICABLE POLICIES, DO NOT ATTEMPT TO ACCESS AND/OR USE THE SERVICES.

1. Authorization to Access and Use Services.

In order to access or use a Network Service, you must:

1.1. Be a current member of a Subscriber’s Workforce

1.2. Be designated by that Subscriber as an individual authorized to use the Services.

1.3. Be authorized by that Subscriber to use the Services to perform a function or functions on the Subscriber’s behalf; and

1.4. Use the Services as authorized by that Subscriber and in compliance with all applicable policies and procedures.

2. Suspension or Termination of Access and Use of Services.

Your authorization to access and use Services may be suspended or terminated under the following conditions:

1. Your authorization to use Services will be terminated automatically effective upon termination of Your Subscriber’s Underlying Agreement.

2. Upon request by Your Subscriber Your authorization to use Services may be suspended or terminated.

3. Effective upon termination of Your service as a member of Your Subscriber’s Workforce, or as a contractor to the Subscriber.

4. Effective upon a change in Your duties for or on behalf of Your Subscriber which makes access to or use of Services inappropriate
5. CMT may suspend Your authorization to use Services without notice to you at any time CMT has reason to believe that You have used or are using Services (i) for any unlawful purpose, (ii) in order to infringe or facilitate the infringement of any copyright or other intellectual property right, or (iii) otherwise in violation of applicable federal or state laws, the Underlying Agreement, any applicable Business Associate Agreement, the Security Policy, this ToU, or Your Subscriber's policies, procedures or technical controls implemented for purposes of access to and use of the Services.
6. CMT may terminate Your authorization to use Services upon written notice to your Subscriber if, upon reasonable investigation, CMT determines that there is reasonable evidence demonstrating that You have (i) used Services for any unlawful purpose, (ii) used Services in order to infringe or facilitate the infringement of any copyright or other intellectual property right, (iii) repeatedly violated an applicable Business Associate Agreement, the Security Policy, this ToU, or the Subscriber's policies, procedures or technical controls implemented for purposes of access to and use of the Services, (iv) used Services in a fashion causing or creating a material risk of harm to the Network, CMT, any Subcontractor of CMT, any Subscriber or User, or any third party, (v) provided materially false information for purposes of authorization as a User, (vi) been convicted or a crime involving identity theft or a violation of HIPAA, or (vii) are named as a defendant in a criminal proceeding for identity theft or a violation of HIPAA.

2. Use of Services for Clinical Communications.

CMT cannot guarantee the uninterrupted connectivity of any Services or the transmission of any communication or transaction using the Services. CMT disclaims all responsibility and liability for the use of transmitted information for diagnosis, treatment or care, including without limitation the following:

- THE USE OF SERVICES FOR COMMUNICATIONS OR TRANSACTIONS CONCERNING OR SUPPORTING PATIENT DIAGNOSIS, TREATMENT OR CARE IN AN EMERGENCY OR OTHER URGENT SITUATION IS ENTIRELY AT YOUR OWN RISK AND REQUIRES THE USE OF APPROPRIATE PROFESSIONAL JUDGMENT.
- THE USE OF SERVICES FOR COMMUNICATIONS OR TRANSACTIONS WHICH CONTROL OR ATTEMPT TO CONTROL ANY MEDICAL DEVICE OR EQUIPMENT, OR OTHER APPLICATION, DEVICE OR EQUIPMENT FOR ANY USE IN WHICH A FAILURE OF THE SERVICES COULD CAUSE DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE IS ENTIRELY AT YOUR OWN RISK AND REQUIRES THE USE OF APPROPRIATE PROFESSIONAL JUDGMENT.

4. User Name and Password Management.

You have been or will be issued a unique User Name and password by CMT, which will be provided to You by Your Subscriber. You are responsible for any use of your user name or password, and are required to manage and protect your user name and password as follows:

- 4.1. You may not share your User Name or password with any other person, or allow anyone else to use your User Name or password.
- 4.2. You must protect your User Name and password against being seen, copied or stolen by anyone.
- 4.3. If you believe anyone else may have used, learned, seen, copied or stolen your User Name or password, you must notify your Subscriber immediately.

5. Use of Authorized Devices.

You may only access and use Services from a personal computer, workstation, laptop, handheld PC, personal digital assistant (“PDA”), “smart phone” or other electronic device which has been approved for your use for that purposes by your Subscriber (“Authorized Device”).

6. Services Logoff.

You must log-off Services promptly whenever you are not using the Service. Do NOT leave your Authorized Device unattended or out of your sight without logging off Services.

7. User Privacy.

7.1. Monitoring of Communications and Transactions.

Your communications, transactions and other activities using the Services may be monitored:

- 7.1.1. By CMT for purposes of managing and operating the Services, provided that except in case of emergency or to ensure system security CMT will not access the content of any of your communications or transactions without your Subscriber’s authorization.
- 7.1.2. By your Subscriber, according to your Subscriber’s policies and practices.

7.2. Use and Disclosure of User Personal Information by CMT.

Personal User information may be used and disclosed by CMT as follows:

- 7.2.1. CMT may maintain, use and disclose Your personal information for purposes of managing and operating Services or Service Offerings, including but not limited to enforcing compliance with this ToU.
- 7.2.2. CMT may disclose Your personal information to your Subscriber upon your Subscriber’s request.
- 7.2.3. CMT may disclose Your personal information as part of an Accounting of Disclosures under HIPAA.

7.2.4.CMT may disclose Your personal information in response to legal process (such as a subpoena or court order), if required by law, or under other circumstances if CMT has reason to believe you are using or have used Services for unlawful purposes. CMT may also use or disclose Your personal information if necessary to protect the rights or property of any person, or to protect individual or public health or safety.

7.2.5.CMT may use Subcontractors or services vendors for authorized purposes. If such Subcontractors or services vendors are provided with access to Your personal information, CMT will require them to protect the information consistently with this ToU and prohibit them from using the information for any purpose other than the provision of their services to or for CMT.

7.2.6.In the event that management and operation of Services is transferred to another party, Your personal information may be transferred to the party assuming management and operation of the Services.

7.3.Protection of User Personal Information.

CMT will maintain Reasonable and Appropriate Safeguards to prevent unauthorized use or disclosure of Your personal information, but cannot guarantee that your personal information will never be disclosed in a manner inconsistent with this ToU.

7.4.Subscriber Use and Disclosure of User Personal Information.

This Section 7 of this ToU is not binding upon Subscribers. The use and disclosure of personal information about You obtained by Subscribers, including Your Subscriber, depends upon the Subscriber's policies and practices.

8. Prohibited Uses of Services.

You may not use Services for any purpose or activity which may be illegal; may cause harm to any person's rights or property; might cause harm to individual or public health or safety; or may interfere with the effective functioning of any Service. For example, and not as a limitation, when using Services YOU MAY NOT:

- 8.1.Seek to obtain, view, copy, alter, destroy, disclose or transmit (collectively, "Access") any information, including Protected Health information, unless you have been duly authorized to do so in the course of your duties for or on behalf of your Subscriber.
- 8.2.Access Protected Health Information for patients or members with which your Subscriber does not have a relationship for purposes of healthcare treatment, payment or operations, even where you have been authorized by your Subscriber to Access Protected Health Information as a general matter.
- 8.3.Violate any applicable laws or regulations, state or federal, including the privacy and security regulations issued under HIPAA and HITECH.
- 8.4.Use any user name and/or password, other than one issued to you for purposes of Network access under this ToU.

- 8.5. Use Services in any way that could damage, disable, overburden, or impair Services or interfere with any other party's use of Services.
- 8.6. Attempt to gain unauthorized access to any information, documents, records, accounts, devices, systems or networks connected to the Services through hacking, password cracking, IP spoofing or any other means.
- 8.7. Knowingly upload or distribute files that contain viruses, Trojan horses, worms, spyware, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage electronic data or the operation of any device or software.
- 8.8. Use Services for any personal or unauthorized commercial use, surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- 8.9. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- 8.10. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- 8.11. Upload, or otherwise make available, files or messages that contain images, photographs, movies, music, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) without the legal right to do so.
- 8.12. Advertise or offer to sell or buy any goods or services for any business purpose.
- 8.13. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- 8.14. Restrict or inhibit any Subscriber or other User from using any Services.
- 8.15. Harvest or otherwise collect information about Subscribers and Users, including e-mail addresses, or about individuals whose information is maintained or available through Services.

9. Liability Disclaimers.

THE INFORMATION INCLUDED IN OR AVAILABLE THROUGH SERVICES OR SERVICE OFFERINGS MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS, AND CHANGES MAY BE MADE PERIODICALLY. CMT AND/OR ITS SUBCONTRACTORS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SERVICES OR SERVICE OFFERINGS AND RELATED POLICIES AT ANY TIME.

CMT AND/OR ITS SUBCONTRACTORS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION CONTAINED IN OR AVAILABLE THROUGH THE SERVICES OR SERVICE OFFERINGS FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION IS PROVIDED "AS

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