# Meduit WEBSITE TERMS OF USE

These Meduit Website Terms of Use (the “Terms”) are applicable to your use of the website and related services provided to you by **Meduit Group, LLC**, a Delaware limited liability company(together with its Affiliates, “Meduit,” “we,” or “us”).

Please read these Terms carefully. By (i) clicking “Accept”, “I agree”, or a similar checkbox or button referencing these Terms, (ii) continuing to access or use the Meduit Website or Services (each as defined below), (iii) creating a User Account (as defined below) on the Meduit Website, or (iv) making any printed, oral, or electronic statement accepting these Terms, including on the Meduit Website, you will indicate your acceptance of these Terms. ***If you do not agree with these Terms, please do not proceed with, or promptly discontinue, your use of the Meduit Website and/or the Services.***

**IMPORTANT: THESE TERMS CONTAIN A MANDATORY ARBITRATION PROVISION IN SECTION 8 THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. THIS MEANS THAT YOU AND MEDUIT ARE EACH GIVING UP RIGHTS TO SUE EACH OTHER IN COURT OR IN CLASS ACTIONS OF ANY KIND.**

**WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS**:  **WHILE THERE ARE IMPORTANT POINTS THROUGHOUT THESE TERMS, PLEASE NOTE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS ON MEDUIT’S LIABILITY ARE EXPLAINED IN SECTIONS 9 and 10.**

# General Provisions.

## Definitions. The following definitions apply to these Terms:

### “Affiliate” means for any entity, any other entity that, directly or indirectly, Controls, is Controlled by, or is under common Control with, such entity.

### “Content” means descriptions, information, and materials (including page headers, images, text, illustrations, formats, logos, hashtags, designs, icons, photographs, software programs, animation, audio clips or downloads, video clips, and written and other materials) that are made available to you through, or in connection with, the Meduit Website or the Services.

### “Control” means with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

### “Customers” mean third-party individuals or entities that are customers for your products and services and who may be contacted by Meduit, or who may come into contact with Meduit, in the course of Meduit’s performance of Services.

### “Feedback” means any ideas, concepts, feedback, reviews, ratings, suggestions, questions, and know-how that you make available to us, or our Affiliates, in connection with the Meduit Website or Services.

### “Intellectual Property Rights” means any and all intellectual property rights, including registered or unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patents, utility models, rights in designs, copyrights, moral rights, topography rights, database rights, trade secrets, trademarks, service marks, trade names, domain name rights, know-how, rights of confidence, or other intellectual property rights, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world from time to time.

### “Law” means any statute, regulation, rule, ordinance or other requirement of a governmental or judicial authority.

### “Meduit Website” means the website currently located at https://www.meduitrcm.com/, all of its sub-domains, any mobile renderings of such website, or any other successor website(s) provided to you by Meduit.

### “Services” mean certain revenue cycle management services, including recovery of charges that are due and payable to you by Customers, provided by Meduit to you through the Meduit Website.

### “Third-Party Materials” means any third-party content that is made available to you through the Meduit Website.

### “Your Information” means any (i) information, data, material or other content that you provide to Meduit through the Meduit Website, in connection with creation of your User Account, or in connection with your use of the Services and (ii) information related to your operation and use of the Meduit Website and the Services that is collected by us.

## Updates to these Terms. Meduit may update these Terms at any time by providing reasonable prior notice to you using any suitable means, including by posting the revised Terms on its website. The updated Terms will apply to your use of the Meduit Website and Services after the date on which Meduit has posted the updated Terms or otherwise notified you of those changes. By confirming your acceptance of the updated Terms, or by continuing to use or access the Meduit Website or Services after we post or otherwise notify you of any change, you agree to abide by the updated Terms. The “Last Updated” legend at the end of these Terms indicates the date on which these Terms were last updated.

# User Consents.

## 2.1 Your Information. You understand and acknowledge that we may need to collect, store, and use Your Information, in connection with your use of the Meduit Website or Services, for operational management and to make improvements to the Meduit Website or the Services, or for any other legitimate business purpose. You hereby consent to our collection, storage, and use of Your Information. Please note that our Privacy Policy contains additional information regarding Meduit’s collection and use of Your Information.

2.2 Electronic Communication. You hereby agree to receive electronic communication from Meduit, including via text and email. You agree that any electronic communication from Meduit satisfies any legal requirements that such communication must be in writing. You also agree that any communications or materials that you provide to Meduit, including, without limitation, by posting to the Meduit Website, email or otherwise, are and will be treated as non-confidential and non-proprietary. Any notice you provide to Meduit must be in accordance with Section 13 of these Terms.

## 2.3 Data License. You hereby grant to Meduit, and its Affiliates, a perpetual, irrevocable, worldwide, fully paid-up, royalty-free, fully-paid, sublicensable, and transferable (to an Affiliate or successor) license and right to use, copy, display, modify, and distribute Your Information as needed for operation of the Meduit Website and for provision of the Services, to make improvements to the Meduit Website or Services, or for any other legitimate business purpose. Any alterations, changes, modifications, enhancements, additions, restructuring, or deletions made to, or derivatives of or other products derived from, or as a result of our use of Your Information or otherwise arising in connection with the parties’ performance under these Terms shall be the sole and exclusive property of Meduit, together with all Intellectual Property Rights and other rights therein.

2.4 Third-Party Consents. You shall be solely responsible for obtaining all third-party authorizations, consents and other permissions that are required or necessary under the Telephone Consumer Protection Act, Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003 or any other applicable Law, to send any text message, email, automated or pre-recorded telephone call or other form of communication to any Customer, as part of the Services. You hereby acknowledge and agree that neither Meduit, nor any of its Affiliates, has no responsibility for obtaining any permission for any communication that you or your employees, agents or contractors sends or otherwise initiates through or in connection with the Services in accordance with these Terms.

# Account; User Credentials.

# In order to use the Services, you may be required to create an account (“User Account”) on the Meduit Website for which you may receive certain access credentials from Meduit. You are solely responsible for maintaining the confidentiality of your access credentials, and for all Services that are used, and activities that occur on the User Account, using your access credentials. You agree to prohibit anyone else from using your access credentials and agree to immediately notify Meduit of any actual or suspected unauthorized use of your access credentials or other security concerns of which you become aware. Meduit may utilize additional security measures from time to time to prevent unauthorized access to your account on the User Account, including the use of multi-factor authentication methods. Your access to the Meduit Website, the User Account, and your access credentials may be revoked, suspended, or terminated by Meduit at any time with or without cause.

# Your Representations. You represent and acknowledge that:

* + 1. You have the legal power and authority to agree to these Terms, you are at the age of majority in the jurisdiction of your residence, have the legal capacity to enter into contracts and have neither falsely identified yourself nor provided any false information to us;
		2. You will not access or use the Meduit Website in a manner that violates any applicable Law;
		3. You will not use any spiders, crawlers, framing, or data mining tools to access any Content or the Meduit Website;
		4. You will not modify, reverse-engineer, or de-compile the Meduit Website in any manner through current or future available technologies. Further, you will not copy, translate, transmit, display, port, distribute, modify, attempt to derive, or gain access to source code of, or make derivative works of the Meduit Website or any Content, nor permit or assist anyone in performing such prohibited acts. You will not access the Meduit Website or any Content with the intent to develop or market a competing service or website, or to enable a third party to do so;
		5. You will not use the Meduit Website or Services in a way that is intended to (i) cause damage or adversely affect the Meduit Website or Meduit’s servers, including by means of introducing a virus, trojan, or other malicious software or by breaching any security protocols or through use of denial of service tools; (ii) adversely affect the functionality or reputation of the Services; or (iii) circumvent, endanger, disrupt, or interfere with the operation, security, usage limits, or integrity of the Meduit Website; and
		6. You will only submit Your Information when you have the right to share such data. You are solely responsible for complying with all applicable Laws and consent requirements related to collection and sharing of Your Information.

# Term and Termination.

# These Terms will become effective on the date you accept them by clicking “Accept”, “I agree”, or a similar button or through another acceptable means, and will continue for the duration of your use of the Meduit Website, the Services or the User Account. Meduit may, at any time, in its sole discretion, and without notice to you, terminate your access to the Meduit Website or the Services, or any portion of it. Further, Meduit may, at its sole discretion, at any time without prior notice to you: (a) change, restrict, or suspend your access to the Meduit Website or the Services, or any portion thereof; or (b) add, remove, or modify any services or functionality that are available through the Meduit Website through future updates. You may at any time stop accessing or using the Website or request deletion of your User Account through written notice to Meduit. Meduit will not reimburse any prepaid Subscription Fees if you request the deletion of your User Account.

# Subscription Fees.

6.1 Subscription Fees. To the extent applicable, we may charge a fee (“Subscription Fee”) for your use of the Services. Any Subscription Fee paid to us is non-refundable. You will make all Subscription Fee payments, as applicable, in US dollars and by wire, ACH transfer or credit card. We may change the applicable Subscription Fee from time to time at our sole discretion with notice to you and the changed Subscription Fee will be applicable to your use of the Services starting the beginning of the next calendar month. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less.

6.2 Payment Processors. If you are paying the Subscription Fee by credit card, you authorize us to charge your credit card or bank account for the Subscription Fee. You further authorize us to use a third party to process payments (“Payment Processors”), and consent to the disclosure of your payment information to such third-party Payment Processors. Your use of the Services will also be subject to the terms, conditions, and privacy policies of such third-party Payment Processors. Your access to or ability to use the Services may be suspended or you may incur additional charges from the Payment Processor if your billing contact information is incorrect or not updated in our records. We are not responsible for any damages arising out of (i) any account suspensions resulting from your incorrect billing contact information, or (ii) any errors or omissions by the Payment Processor or by your credit card issuer.

6.3 Taxes. All Subscription Fees are exclusive of taxes imposed on your purchase of the Services, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Services or to your payment of the Subscription Fees; provided, however, that you shall have no liability for any taxes based upon our gross revenues or net income.

# Ownership.

## Meduit shall continue to own and retain all right, title, and interest, including Intellectual Property Rights, in and to (i) the technology or materials used for, or incorporated into, the Meduit Website, the Services, and the User Accounts, and (ii) all Content, and in each case to any modifications, enhancements, or derivatives thereto. You will not copy, reproduce, or disclose any Content provided to you or use any branding or logos used in the Meduit Website, the Services, or the Content, without Meduit’s prior written consent.

## Any Feedback provided to us by you regarding the Meduit Website, Services, Content or any other aspect of our business or operations, including all Intellectual Property Rights therein, shall become our sole and exclusive property. You hereby irrevocably assign to us all right, title, and interest in and to such Feedback and agree to provide us with any assistance that we may require to document, perfect, and maintain our rights in the Feedback.

# Disputes and Governing Law.

# 8.1 Governing Law. Any disputes arising in connection with the Meduit Website, Services, or these Terms shall be governed by, construed, and enforced solely and exclusively in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles.

# 8.2 Dispute Resolution. You and Meduit both agree to provide a written notice of any disputes to the other party at its notice address (or an address provided in writing to the other party) and try to resolve any disputes in good faith thereafter arising from or in connection with the Meduit Website or Services. If any dispute arising in connection with the Meduit Website or Services is not resolved, within 30 days of a party providing notice to the other party, the dispute will be resolved through individual, non-representative, binding arbitration conducted in English, instead of a proceeding in courts of general jurisdiction. Any disputes will be decided by a single arbitrator and will be administered by Judicial Arbitration Mediation Services, Inc. (“JAMS”) pursuant to the JAMS Streamlined Arbitration Rules & Procedures and as modified by this agreement to arbitrate. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by Meduit that an in-person hearing is appropriate. Any in-person appearances will be held in Dallas, Texas. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court with appropriate jurisdiction. Each party will be responsible for its respective costs, including costs related to its respective attorneys, experts, and witnesses.

# ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

# 8.3 Waiver of Right to Jury Trial and Class Action. YOU AND MEDUIT EXPRESSLY WAIVE YOUR RIGHT TO GO TO COURT, TO A TRIAL BY JURY, AND TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR OTHER REPRESENTATIVE PROCEEDING WITH RESPECT TO ANY CLAIM SUBJECT TO ARBITRATION. Notwithstanding the parties’ decision to resolve all disputes through arbitration, Meduit may bring an action in a state, provincial or federal court to protect its Intellectual Property Rights. Seeking such relief shall not waive Meduit’s right to arbitration under these Terms.

# No Warranties.

# EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, AND EXCEPT FOR ANY LIMITED WARRANTY INCLUDED IN THESE TERMS, THE MEDUIT WEBSITE, CONTENT, AND SERVICES ARE PROVIDED “AS-IS” AND ON AN “AS AVAILABLE” BASIS WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, AND YOU USE THE MEDUIT WEBSITE AND THE SERVICES AT YOUR OWN RISK. MEDUIT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE OR USE, QUIET ENJOYMENT, ACCURACY, OPERATION, COMPLIANCE WITH DOCUMENTATION AND NON-INFRINGEMENT RELATED TO THE MEDUIT WEBSITE. MEDUIT DISCLAIMS, AND THESE TERMS DO NOT INCLUDE, THE PROVISIONS OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT, THE UNIFORM COMMERCIAL CODE, THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, AND ANY OTHER PROVISIONS OTHER THAN THESE EXPRESS TERMS.

MEDUIT DOES NOT MAKE ANY WARRANTIES THAT THE MEDUIT WEBSITE WILL MEET YOUR REQUIREMENTS, PROVIDE ACCURATE CONTENT, BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED. MEDUIT DOES NOT WARRANT THAT USE OF THE SERVICES WILL RESULT IN ANY ADDITIONAL RECOVERY OF OUTSTANDING CHARGES OR LEAD TO ANY ADDITIONAL COST SAVINGS FOR YOU. FURTHER, MEDUIT makes no warranty related to the confidentiality and security of any data provided by you to MEDUIT, including Your Information.

The MEDUIT WEBSITE may contain hyperlinks or references to certain other websites (“Linked Sites”). MEDUIT does not control and is not responsible for the content on Linked Sites including any products and services provided therein. YOU HEREBY expressly acknowledge and agree that YOU ARE solely responsible for licensing any Third-Party Materials that YOU USE IN CONJUNCTION WITH THE MEDUIT WEBSITE, at YOUR own cost and in accordance with terms and conditions agreed to with the third-party licensors of such Third-Party Materials. Meduit has no responsibility for the accuracy, currency, or availability of any Third-Party Materials.

# Use of Artificial Intelligence.

Services may include the use of artificial intelligence, and machine learning algorithms (the “AI Capabilities”). You agree and understand that AI Capabilities may not be objective, and are entirely dependent on the quality, accuracy, completeness, and reliability of the information which are provided by you as part of the Services. While we deploy efforts to avoid any bias and discrimination, predictive algorithms are trained on datasets which may contain known or unknown biases.

# Liability Limitations.

In no event shall Meduit, its Affiliates, agents or contractors be liable for any consequential, punitive, incidental, or special damages, including, but not limited to, any personal injury, property damage, or unauthorized disclosure of your data, whether in any action in warranty, contract, tort, breach of contract, negligence, strict liability, malpractice, or otherwise resulting from your use, or inability to use, the Meduit Website or the Services. To the fullest extent allowable under applicable law, Meduit’s maximum aggregate liability for all damages, losses and causes of action, whether in contract, tort (including negligence) or otherwise, arising from your use of the Meduit Website or Services or under these Terms, will not exceed $100.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

‍IF YOU ARE NOT A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS UNDER ANY STATUTE OR COMMON LAW PRINCIPLE SIMILAR TO CALIFORNIA CIVIL CODE SECTION 1542 THAT GOVERNS YOUR RIGHTS IN THE JURISDICTION OF YOUR RESIDENCE.

Certain jurisdictions do not permit the exclusion of certain warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE JURISDICTIONS, THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

# Your Indemnification.

Except to the extent prohibited under applicable law, you agree to indemnify, defend and hold harmless Meduit, our Affiliates, licensors, suppliers and other contract relationships (including the officers, directors, employees, consultants, and agents of each) from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and costs) that such parties may incur as a result of or arising from (a) any data or information you submit or provide to Meduit (including Your Information), (b) your use of the Meduit Website or Services, (c) your violation of these Terms, or (d) your violation of any rights of any other person or entity.

# Notices.

You may provide notice to us by emailing us at [EMAIL ID]. Any notice sent by you via email is deemed to be delivered upon your receipt of an electronic read receipt or delivery receipt or upon confirmation of receipt from us.

# Integration.

# These Terms constitute the entire agreement between you and us relating to this subject matter and supersede any and all prior communications and/or agreements between you and us relating to access and use of the Meduit Website and Services.

# Severability.

If any part of these Terms becomes illegal, invalid, unenforceable, or prohibited in any respect under any applicable law or regulation, those provision or part thereof will be deemed to not form part of the contract between us. The legality, validity, or enforceability of the remainder of the Terms will remain in full force and effect.

# No Third-Party Beneficiaries.

No provisions of these Terms create any third-party beneficiary.

# Survivability.

The rights, obligations, and commitments in these Terms that, by their nature, would logically continue beyond the termination of your use of or access to the Meduit Website or Services survive termination of these Terms, including, without limitation, provisions related to indemnification and limitations of liability.

# Assignment.

# Your obligations and rights under these Terms may not be assigned, in whole or in part, without Meduit’s prior written consent. These Terms will be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties.

# Relationship.

# Meduit provides the Meduit Website and the Services to you as an independent contractor and service provider. These Terms do not create any relationship between you and us of partnership, joint venture, fiduciary, or employer and employee or otherwise. You may not enter into any contract on our behalf or bind Meduit in any way.

# No Third-Party Beneficiaries.

## Except as expressly stated in these Terms, no provisions of these Terms create any third-party beneficiary.

# No Waiver.

# Even if we delay in enforcing any provision in these Terms, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaching of these Terms, that will not mean that you do not have to do those things, and it will not prevent us taking steps against you at a later date.

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# LAST UPDATE DATE: SEPTEMBER \_\_, 2024