

WEBSITE AND MOBILE APP TERMS AND CONDITIONS OF USE

Last Updated: January 16, 2017

This website and mobile app is operated by Rimage Solutions. "Website" means www.carechatz.com and any electronic newsletters we provide to you. "Mobile App" means the CareChatz app that may be downloaded from the official page for www.carechatz.com in the iTunes, Google Play, and Windows Phone app stores. "Services" means collectively, the Website and Mobile App.

Throughout these Website and Mobile App Terms and Conditions of Use ("Terms of Use"), the terms "we," "us" and "our" refer to Rimage Solutions. Your use of the Services is conditioned on you accepting these Terms of Use.

THESE TERMS OF USE REQUIRE THE USE OF ARBITRATION TO RESOLVE MOST DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. Please read these Terms of Use carefully to ensure that you understand each provision before checking the box to agree to the Terms of Use.

BY ACCESSING, USING, OR REGISTERING TO USE THE WEBSITE OR MOBILE APP, YOU AGREE TO THESE TERMS OF USE AND ACCEPT THEM IN FULL; IF YOU DO NOT AGREE, DO NOT USE THE SERVICES.

These Terms of Use apply exclusively to your access to, and use of, the Services and do not alter in any way the terms and conditions of any other agreement(s) you may have with us, including any terms of service or business associate agreements. If you have entered into one or more agreements with us that are in effect when you use the Services, you acknowledge and agree that your use of the Services is governed, first, by those agreements, and second, these Terms of Use.

We reserve the right, in our sole discretion, to change, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Services following the posting of changes will mean that you accept and agree to the changes.

1. How to Contact Us

If you have any questions, comments, concerns, or you wish to report a violation, please contact us by writing us at:

Attn: General Counsel
Rimage Solutions
124 Seven Oaks Dr
Mulberry, FL 33860

You may not use contact information provided on the Services for unauthorized purposes, including solicitations and marketing.

2. Privacy Statement

Please review the Rimage Solutions' Privacy Policy on www.carechatz.com

3. Use of Materials on the Services, Trademarks and Copyrights

You acknowledge and agree that all content on the Services (including, without limitation, text, images, user interfaces, visual interfaces, graphics, trademarks, logos, sounds, source code and computer code, including but not limited to the design, structure, selection, coordination, expression, 'look and feel' and arrangement thereof) is the exclusive property of and owned by us or our licensors and is protected by copyright, trademark, trade dress and various other intellectual property rights and unfair competition laws. These marks and

copyrights may not be copied, imitated, or used, in whole or in part, without the express prior written permission from their respective owners, and then with the proper acknowledgments. Nothing on the Services shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the Services without the owner's prior written permission, except as otherwise described herein.

You may access, copy, download, and print the material (such as, for example, knowledge base articles, service descriptions, white papers, and similar materials) purposely made available by us for downloading from the non-secured component of the Website ("General Website") for your personal, non-commercial use and for your business use in connection with a good faith evaluation of the use of our software and services for your business or organization, provided you do not (i) modify or delete (including through selectively copying or printing material) any copyright, trademark, or other proprietary notice that appears on the material, and (ii) make any additional representations or warranties relating to such materials.

You may access, copy, and print the material contained in the scheduling portal ("Website Scheduling Portal") and the Mobile App provided that you obtained lawful and authorized access to the Website Scheduling Portal and the Mobile App and such use complies with (1) the requirements and obligations of any applicable agreement(s), (2) your organization's policies and procedures that may apply to your use of the Website Scheduling Portal and the Mobile App, (3) these Terms of Use, and provided that (i) you do not modify or delete (including through selectively copying or printing material) any copyright, trademark, or other proprietary notice that appears on the material, and (ii) you do not make any additional representations or warranties relating to such materials.

Any other use of content or material on the Services, including but not limited to the modification, distribution, transmission, performance, broadcast, publication, uploading, licensing, reverse engineering, encoding, transfer or sale of, or the creation of derivative works from, any material, information, software, documentation, products or services obtained from the Services, or use of the Services is expressly prohibited.

We, our licensors or content providers, retain full and complete title to any and all materials provided on the Services, including any and all associated intellectual property rights.

As long as you comply with these Terms of Use, we grant you a personal, non-exclusive, non-transferable, revocable, limited privilege to enter and use the Services. We reserve the right, without notice and in our sole discretion, to terminate your license to use the Services and to block or prevent future access to and use of the Services.

4. Submissions and Postings

To the extent that we allow submissions on the Services, you acknowledge that you are responsible for any material you may submit via the Services, including the copyright, legality, reliability, appropriateness, and originality of any such material.

You represent and warrant (and we rely on your representation and warranty) that you (i) own or otherwise control all the rights or have sufficient rights to the content you post or that such items are known to you to be in the public domain; (ii) that the content is accurate; (iii) that use of the content you supply does not violate any provision in these Terms of Use or terms you may have agreed to with a third party, and will not cause injury to any person or entity; (iv) that the content is not defamatory or otherwise trade libelous; (v) does not violate any law, statute, ordinance or regulation; and (vi) that you will indemnify us for all claims resulting from content you supply, including arising from an action alleging infringement of copyright or other proprietary rights in such work.

We undertake no duty to determine the validity of any claim of copyright or trademark infringement. Upon receiving written notice that any item posted on the Services is believed to infringe a copyright or other proprietary right, we will remove said work.

If you do submit material, you grant us and our affiliates an unrestricted, nonexclusive, royalty-free, perpetual, irrevocable, transferrable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display any and all material not subject to protections under the Health Insurance Portability and Accountability Act (“HIPAA”), the Health Information Technology for Economic and Clinical Health (“HITECH”), and their implementing regulations (collectively with HIPAA and HITECH, the “Privacy Laws”) (the “Non-HIPAA Materials”) throughout the world in any media. You agree and we agree that all material subject to protections under the Privacy Laws will be treated in accordance with the Business Associate Agreement entered into between us.

You further agree that we are free to use without limitation and without any compensation to you any ideas, concepts, or know-how that you or individuals acting on your behalf provide to us. You grant us the right to use the name you submit in connection with such material. We retain any and all rights granted in these Terms of Use in and to any user submitted content or Non-HIPAA Materials after termination, notwithstanding the reason for any such termination.

We have an absolute right to remove any material from the Services in our sole discretion at any time.

5. Conduct on the Services

Some features that may be available on the Services require registration. By registering at and in consideration of your use of the Services, you agree to provide true, accurate, current, and complete information about yourself.

Some features on the Services require use of a username and password. Given the types of services being provided, you agree and acknowledge that you must take appropriate administrative, technical, and physical security measures to protect the data in the Website and the Mobile App by, for example, protecting your password, using secure Wi-Fi or VPN, locking your mobile device and your computer, clearing any cached files, and using any and all other appropriate and reasonable practices. You agree that you will be responsible for any and all statements made, and acts or omissions that occur, through the use of your username and password. If you have any reason to believe or become aware of any loss, theft or unauthorized use of your username and password, your device, or your access to the Services was compromised, you must immediately notify us by e-mail at info@carechatz.com, with attention to our Security Officer. We may assume that any communications we receive under your username and password were made by you unless we receive written notice from you otherwise.

You or third parties acting on your behalf are not allowed to use frames or framing techniques to enclose any portion of the Services without our express written consent.

You or third parties acting on your behalf shall not use our name or trademarks and service marks as meta tags, without our express written consent. You may not use any content or material from the Services in any meta tags or any other “hidden text” techniques or technologies without our express written consent.

6. Prohibited Conduct

You hereby agree to not upload, distribute, or otherwise publish through the Services any content that (i) is unlawful, libelous, defamatory, obscene, pornographic, harassing, threatening, invasive of privacy or publicity rights, fraudulent, defamatory, abusive, inflammatory, or otherwise objectionable; (ii) is confidential, proprietary, incorrect, or infringing on intellectual property rights; (iii) may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law; or (iv) may contain software viruses, chain letters, mass mailings, or any form of “spam.” You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content. You may not upload commercial content onto our Services.

You expressly agree to refrain from doing either personally or through an agent, any of the following: (1) use any device or other means to harvest information about other users; (2) transmit, install, upload or otherwise transfer any virus or other item or process to the Services that in any way affects the use, enjoyment or service

of the Services, or any user's computer or other medium used to access the Services; (3) modify the information, including headers, found on the Services; (4) transmit, install, upload or otherwise transfer to the Services any unauthorized advertisement or communication; (5) engage in any action which we determine in our sole discretion is detrimental to the use and enjoyment of the Services; and (6) transmit, install, upload, post or otherwise transfer any information in violation of the laws of the United States.

You may not use any hardware or software intended to damage or interfere with the proper working of the Services or to surreptitiously intercept any system, data, or personal information from the Services. You agree not to interrupt or attempt to interrupt the operation of the Services in any way.

7. Hyperlinks and Third Party Websites

The Services may contain links to other websites. These links are provided as a convenience to you and as an additional avenue of access to the information contained therein. We are not responsible for the content of those or any other websites or any products or services that may be offered through those or any other websites and do not endorse such content, goods or services.

We have no control over third party websites and make no claim or representation regarding such websites. We accept no responsibility for, the quality, content, nature, or reliability of any websites accessible by hyperlink from the Services, or websites linking to the Services.

Different terms and conditions may apply to your use of any linked sites. We are not responsible for any losses, damages or other liabilities incurred as a result of your use of any linked sites. Visitors to such third party websites should refer to such websites' respective privacy policies and terms and conditions. For example, the Mobile App may be downloaded through Apple iTunes, Google Play, and Windows Phone App stores and each of those services have their own terms and conditions which you may be required to accept and follow.

8. Infringement Notice

We respect the intellectual property rights of others and request that you do the same. If you believe your copyright or the copyright of a person on whose behalf you are authorized to act has been infringed, you may notify us in writing to the e-mail address or mailing address provided on our website with attention to Copyright Agent.

To be effective, your notification must be in writing, include your contact information, provided to our copyright agent, and include: (a) signature of a person authorized to act; (b) identification of the copyrighted work claimed to have been infringed; and (c) identification of the material that is claimed to be infringing including references to the location of the material on the Services.

If you believe other intellectual property rights were violated, you may notify us in writing to the mailing address provided above with attention to General Counsel.

9. DISCLAIMERS

a. Warranties

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK.

EXCEPT AS AND TO THE EXTENT THAT ANY EXECUTED AGREEMENT(S) WITH YOU AND US, IF ANY, MAY OTHERWISE EXPRESSLY PROVIDE, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

EXCEPT AS AND TO THE EXTENT THAT ANY EXECUTED AGREEMENT(S) WITH YOU AND US, IF ANY, MAY OTHERWISE EXPRESSLY PROVIDE, WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE SERVICES OR ANY FEATURE OR PART THEREOF AT ANY TIME. Termination of

your access or use will not waive or affect any other right or relief to which we may be entitled at law or in equity.

EXCEPT AS AND TO THE EXTENT THAT ANY EXECUTED AGREEMENT(S) WITH YOU AND US, IF ANY, MAY OTHERWISE EXPRESSLY PROVIDE, WE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT MATERIALS ON THE SERVICES ARE NON-INFRINGEMENT, AS WELL AS WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING; THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; THAT THE WEBSITE WILL BE SECURE; THAT THE WEBSITE OR THE SERVER THAT MAKES THE WEBSITE AVAILABLE WILL BE FREE FROM VIRUSES, ERRORS, OTHER MALICIOUS OR HARMFUL CODE, OR OTHER DEFECTS; THAT YOUR USE OF THE SERVICES WILL NOT RESULT IN THE LOSS OF, OR DAMAGE TO, YOUR INFORMATION; OR THAT INFORMATION ON THE WEBSITE WILL BE COMPLETE, ACCURATE OR TIMELY.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY OF ANY KIND.

IN CERTAIN JURISDICTIONS, THE LAW MAY NOT PERMIT THE DISCLAIMER OF WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

b. Limitation of Liability

EXCEPT AS AND TO THE EXTENT THAT ANY EXECUTED AGREEMENT(S) WITH YOU AND US, IF ANY, MAY OTHERWISE EXPRESSLY PROVIDE, YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SHAREHOLDERS, AGENTS, LICENSORS, SERVICE PROVIDERS, SUBCONTRACTORS, SUPPLIERS, REPRESENTATIVES OR THIRD PARTY CONTENT PROVIDERS BE LIABLE TO YOU OR TO ANY OF YOUR EMPLOYEES, CONTRACTORS, SHAREHOLDERS, AFFILIATES, AGENTS, OR AUTHORIZED USERS FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST DATA, OR LOST OPPORTUNITIES, IN ANY WAY RELATING TO THESE TERMS OF USE OR RESULTING FROM ANY USE OF, OR INABILITY TO USE, THE SERVICES; ANY OTHER WEBSITE YOU ACCESS THROUGH A LINK FROM THE SERVICES; ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SERVICES; OR ANY BREACH OF SECURITY; INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF WE HAVE BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY, OR OTHERWISE.

EXCEPT AS AND TO THE EXTENT THAT ANY EXECUTED AGREEMENT(S) WITH YOU AND US, IF ANY, MAY OTHERWISE EXPRESSLY PROVIDE, YOU ACKNOWLEDGE AND AGREE THAT, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INJURY YOU ALLEGE TO HAVE SUFFERED ARISING FROM OR RELATED TO YOUR USE OF THE SERVICES, THE TERMS OF USE, OR ANY DISPUTE WITH US IS TO DISCONTINUE YOUR USE OF THE SERVICES.

10. Indemnification

Except as and to the extent that any executed agreement(s) with you and us, if any, may otherwise expressly provide, you agree to indemnify, defend and hold harmless, at your sole expense, us and our affiliates and each of our officers, directors, employees, contractors, shareholders, agents, licensors, service providers, subcontractors, suppliers, representatives or third party content providers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees actually incurred, court costs, and government fees or fines arising or resulting from your use of the Services and any violation of these Terms of Use. If you cause a technical disruption of the Services, you agree to be responsible for any and all

losses, liabilities, expenses, damages, and costs, including reasonable attorneys' fees actually incurred, court costs, and government fees or fines arising or resulting from that disruption. We will use reasonable efforts to provide you with prompt written notice of any indemnifiable claims and of all related claims. We reserve the right, at our own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to reasonably and in good faith cooperate with us in the defense of such matter.

11. Jurisdiction, Applicable Law, and Arbitration

The laws of the State of Florida shall govern the construction and interpretation of these Terms of Use and the rights of the parties hereunder. By accessing, using, or registering for the Services, you acknowledge that you have read, understood, and agreed to be bound by these Terms of Use and by all applicable laws and regulations, including U.S. Export control laws and regulations.

Visitors who do not agree with these Terms of Use should not access, use, post or register for the Services. **BY USING THE SERVICES, YOU IRREVOCABLY AGREE THAT, TO THE FULLEST EXTENT POSSIBLE, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICES SHALL BE SETTLED BY BINDING ARBITRATION IN TAMPA, FLORIDA,** with parties permitted to participate via video conference, if approved by the arbitrator. The arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules, with the following modifications: (i) arbitration must occur within forty-five (45) calendar days after a party submits the dispute to arbitration, (ii) the hearing shall be conducted by one arbitrator, experienced and knowledgeable in healthcare information technology, on a confidential basis without continuance or adjournment, (iii) evidence shall not be allowed concerning the financial position or organizational make-up of the parties or any offer made or the details of any negotiation prior to arbitration, (iv) the arbitrator(s) shall have absolutely no authority to award consequential, treble, exemplary or punitive damages of any type under any circumstances, and (v) arbitrator shall decide the case based on these Terms of Use and any executed agreements between the parties and, where these Terms of Use and any executed agreements between the parties do not resolve an issue, based on federal and applicable Florida law, and not using principles that would permit the arbitrator to ignore these Terms of Use, the executed agreements, or the law.

The arbitrator shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief the arbitrator deems just and equitable and within the scope of these Terms of Use and any executed agreements between the parties, including an injunction, and may modify a ruling for preliminary relief before or concurrently with the arbitration hearing.

An award will be rendered within thirty (30) days of the close of the arbitration hearing. The award shall set forth the grounds for the decision (findings of fact and conclusions of law) in reasonably specific detail.

Judgment on the award rendered by the arbitrator may be entered in any circuit or other court having jurisdiction thereof, subject only to revocation on the grounds of fraud or clear bias on the part of the arbitrator.

The parties have agreed to binding arbitration as the sole means to resolve a dispute that arises under these Terms of Use and any executed agreements between the parties. Either party may pursue through litigation (a) claims in litigation commenced by third parties, (b) claims relating to intellectual property infringement, or (c) claims for injunctive or other non-monetary relief related to sections (a) or (b) herein. For any litigation contemplated in this paragraph, the parties consent to the exclusive jurisdiction and venue of the state and federal courts residing in Tampa, Florida, with the provisions and conditions of these Terms of Use and any executed agreements between the parties to be governed by and interpreted in accordance with the substantive laws of the State of Florida, without regard to conflict of law provisions.

The Prevailing Party, whether in arbitration or litigation, will be entitled to recover from the other party, any costs, fees, any relief awarded, and reasonable attorneys' fees and expenses that the Prevailing Party actually incurs during the arbitration, litigation, or in efforts to enforce its rights hereunder. "Prevailing Party" means that party, as plaintiff or defendant, who substantially prevails against the other party.

While we recognize that it is possible for you to obtain access to the Services from any jurisdiction in the world, and we have no practical ability to prevent such access, we provide the Services for use only by persons located within the United States. We make no representation that products, services, or material described in the Services are appropriate or available for use in locations outside the United States or all territories within the United States. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with local laws. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

12. Changes to These Terms and Conditions of Use

We reserve the right, at our sole discretion, to change, modify, add or remove any portion of these Terms of Use, in whole or in part, at any time, by posting revised terms on the Website or pushing an update on the Mobile App. It is your responsibility to check periodically for any changes we make to these Terms of Use. Your continued use of the Services after any changes to the Terms of Use or other policies means you accept the changes.

We reserve the right, but not the obligation, to change any and all materials and content contained on the Services at any time without notice.

13. Admissibility

A printed version of these Terms of Use shall be admissible in judicial or administrative proceedings based on or relating to use of the Services to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

14. Severability and Waiver

Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is unlawful, void, or unenforceable, for any reason, the remaining provisions will remain in full force and effect to the fullest extent of the law.