

## Terms of Use

1. Your use of QUICKRPT Health is governed by this agreement.

### 2. Not Medical Advice

QUICKRPT does not offer medical advice. Please consult your doctor or other qualified healthcare provider if you have any questions about a medical condition, or before taking any drug, changing your diet, or commencing or discontinuing any course of treatment. Do not ignore or delay obtaining professional medical advice because of information accessed through QuickRPT. Call 911 or your doctor for all medical emergencies.

### 3. Your Account and Use of QuickRPT

You must provide accurate and complete registration information any time you register to use QuickRPT. You are responsible for the security of your passwords and for any use of your account. You must be at least 18 years old to use QuickRPT. You may not access QUICKRPT Health other than by the interfaces provided by QUICKRPT Health or interfere with or disrupt the proper operation of QuickRPT.

### 4. Use of Your Information

If you create, transmit, or display health or other information while using QuickRPT, you may provide only information that you own or have the right to use. When you provide your information through QuickRPT, you give QUICKRPT Health a license to use and distribute it in connection with QUICKRPT Health and other QUICKRPT Health services.

### 5. Content and Services Accessed through QuickRPT

QUICKRPT Health may use the information provided as part of its relationship with sponsoring organizations that provided access to your use of the QuickRPT or individually provided by yourself and make third-party services available through QuickRPT. In order to use a specific service, you may choose to allow the service provider to retrieve, provide, and/or modify health and other information in your account or otherwise share your information with the service provider or other organization that you grant to use the data by your use of QuickRPT. Once you enable a specific third-party service provider to access your account, the service provider may continue to access your account until you affirmatively disable access. Third-party service providers include both health care providers and other entities. It is your sole responsibility to review and approve each such third-party service before sharing your information through or otherwise accessing it. QUICKRPT Health may screen, modify, refuse, or remove certain content or third-party services, but is not responsible for and does not endorse any third-party content or services. QUICKRPT Health further does not endorse any third-party service providers, other health care providers, products, services, opinions, or web sites accessed through QuickRPT. USE OF THESE SERVICES AND RELIANCE ON THIS CONTENT IS SOLELY AT YOUR OWN RISK. QUICKRPT Health MAY NOT BE HELD LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF ANY THIRD-PARTY SERVICE OR CONTENT. Providers of these third-party services and/or content are QuickRPT' "Licensors".

### 6. QUICKRPT Health Proprietary Rights

QUICKRPT Health and its Licensors own all proprietary rights to QuickRPT. QUICKRPT Health gives you a personal, revocable, non-assignable, and non-exclusive license to use QuickRPT.

### 7. Modification and Termination of QuickRPT

QUICKRPT Health may place limits on, modify, suspend, or terminate QUICKRPT Health generally, and may suspend or terminate your use of QUICKRPT Health if you fail to comply with this agreement. This suspension or termination may delete your information, files, and other previously available content. If QUICKRPT Health terminates QUICKRPT Health or your use of QuickRPT, this agreement will also terminate, but Sections 3, 5, 7, 8, and 9-12 shall continue to be effective after this agreement is terminated.

### 8. Changes to this Agreement

QUICKRPT Health may change this agreement and will post the modified agreement at <http://www.QUICKRP.com> . If you do not agree to the modified agreement, you should stop using QuickRPT. Your continued use of QUICKRPT Health after the date the modified agreement is posted will constitute your acceptance of the modified agreement.

#### 9. Indemnification

You will defend or settle any third-party claim against QuickRPT, any third party QUICKRPT Health feature providers or any of QuickRPT' other licensors arising out of or related to your use of QuickRPT.

#### 10. Exclusion of Warranties

NEITHER QUICKRPT Health NOR ANY OF QuickRPT' LICENSORS MAKE ANY EXPRESS WARRANTIES, AND EACH OF THEM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER QUICKRPT Health NOR ANY OF QuickRPT' LICENSORS MAKE ANY WARRANTY THAT THE CONTENT IN QUICKRPT Health SATISFIES GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS. CONTENT IN QUICKRPT Health IS DEVELOPED FOR USE IN THE UNITED STATES, AND NEITHER QUICKRPT Health NOR ANY OF QuickRPT' LICENSORS MAKE ANY REPRESENTATION CONCERNING THE CONTENT WHEN USED IN ANY OTHER COUNTRY.

#### 11. Limitation of Liability

NEITHER YOU NOR QUICKRPT Health OR ANY OF ITS LICENSORS MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES, EVEN IF THE PARTY KNOWS OR SHOULD KNOW THAT OTHER DAMAGES ARE POSSIBLE OR THAT DIRECT DAMAGES ARE NOT A SATISFACTORY REMEDY. THE LIMITATIONS IN THIS SECTION APPLY TO YOU ONLY TO THE EXTENT THEY ARE LAWFUL IN YOUR JURISDICTION. NEITHER YOU NOR QUICKRPT Health OR ANY OF ITS LICENSORS MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN \$100. The limitations of liability in this Section do not apply to breaches of intellectual property provisions or indemnification obligations.

#### 12. General Legal Terms

If you have not signed a separate written agreement with QUICKRPT Health related to QuickRPT, this agreement is the entire agreement between you and QUICKRPT Health related to QuickRPT, replacing any prior agreements. If there is any conflict between this agreement and a signed written agreement between you and QUICKRPT Health related to QuickRPT, the signed written agreement will control. QuickRPT' Licensors may be third party beneficiaries to this agreement. There are no other third-party beneficiaries to this agreement. The parties are independent contractors, and nothing in this agreement creates an agency, partnership, or joint venture. Failure to enforce any provision will not constitute a waiver of that provision. If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose. THE EXCLUSIVE VENUE FOR ANY DISPUTE RELATING TO THIS AGREEMENT IS SUFFOLK COUNTY, NEW YORK. YOU AND QUICKRPT Health CONSENT TO THE PERSONAL JURISDICTION OF THESE COURTS. Nothing in this agreement limits either party's ability to seek equitable relief through arbitration.