

Terms of Use

Welcome to the Client Portal website ("Portal"), an online web portal provided by Matrix Medical Consultants, Inc. ("MMC"). **Your access to and use of the Portal and the services provided hereunder are subject to the following terms of use (the "Terms of Use"), and you agree to be bound by the Terms of Use by using the services.**

1. Acceptance of Terms

MMC provides its services to you subject to the following Terms of Use. By using our services and/or visiting the Portal you agree that it is your responsibility to regularly review these Terms of Use, which we may update from time-to-time without providing any notice to you. Updates will become effective upon their publication on any portion of the Portal, or any other MMC website. If you continue to use the Portal after we have published changes to these Terms of Use, your use will be subject to the revised Terms of Use.

Any aspect of the Portal may be changed, supplemented, deleted or updated without notice at the sole discretion of MMC.

2. Member Account, Password, Security and Renewal

When you set up your membership account with MMC for access to Portal, you will establish a username and password. You are responsible for maintaining the confidentiality of your password and you are fully responsible for all activities that occur through use of your username and password. If you feel your password is no longer secure, you should change it immediately. MMC cannot and will not be liable for any loss or damage arising from the unauthorized use of your password. If you lose or forget your password, you can click on the "forgot password" link, enter your account email address, and MMC will email you your username and password.

Usage of Portal is strictly limited to the individual member(s) that have specifically registered with Portal. Registered members are prohibited from publishing or in any way communicating their usernames and passwords to non-subscribing individuals. Posting or sharing usernames and passwords on or through websites, emails, newsletters or any other means of communication violates this policy.

You understand and agree that information and documents on Portal may contain protected health information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended. You agree to maintain the confidentiality of such information or documents that you obtain from Portal as required by Federal and State privacy laws.

3. WARRANTY DISCLAIMERS, DAMAGE LIMITATION, INDEMNIFICATION

Portal, operation of the site code, site content (including but not limited to linked site content), as well as the operation of and effects of access to this Portal and linked sites, are

provided “as is.” MMC, its owners and its affiliates and their respective directors, officers, personnel, licensors, suppliers, agents, and contractors specifically disclaim any and all statutory, express or implied warranties including but not limited to warranties of: (a) suitability for any particular purpose or fitness for any particular purpose, (b) merchantability, (c) completeness, (d) accuracy, (e) non-infringement, and (f) freedom from interruption, delay, errors, technical errors or unauthorized, injurious intrusions or items, such as hacking, viruses, and other harmful components.

Irrespective of whether a claim is based upon contract, negligence, tort or other principles, and irrespective of whether they had notice of the possibility of such damages, MMC and its affiliates, and their respective owners, directors, officers, personnel, licensors, suppliers, agents, and contractors shall not be liable for any special, indirect, incidental or consequential damages, damages for lost profits or opportunities, or damages for business disruption, loss of programs or loss of information resulting from or arising in connection with your access to, inability to access, delay, interruption in service or use of Portal (including the site content and site code) or materials or functions on Portal (or your reliance on any information contained on Portal), regardless of cause. Some jurisdictions prohibit the exclusion or limitation of liability.

Terms regarding the demonstration, sale, license or use of MMC’s products and services may contain additional provisions and disclaimers. Please note that some jurisdictions prohibit the exclusion or limitation of certain warranties and/or liability for consequential or incidental damages.

You agree to indemnify, defend and hold harmless MMC, its affiliates and owners and their respective directors, officers, personnel, licensors, suppliers, agents, and contractors against all losses, expenses, damages and costs, including but not limited to court costs and reasonable attorneys’ fees, resulting from (a) your use of Portal or others’ use of Portal who gain access through your system or to whom you have provided access to site content; and/or (b) any violation of the Terms of Use by you or by others that gain access to Portal through your system or to whom you have provided access to site content. MMC reserves the option, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with MMC in asserting any available defenses. You shall be responsible for any damages or fines assessed due to violation of the Terms of Use by you or others that gain access to Portal through your system or to whom you have provided access to site content.

4. Miscellaneous

These Terms of Use, and all disputes arising from or related to them, their interpretation, or their subject matters (including but not limited to site content) shall be governed by, resolved and remedied in accordance with the laws of the State of Ohio, USA (without resort to conflict of law principles) as it applies to agreements entered into and to be performed entirely within such State

and to acts or omissions occurring wholly within the State. Any claims arising from or related to the Terms of Use or their subject matters shall be brought and resolved in Summit County, Ohio; you expressly consent to the jurisdiction and exclusive venue of said court.

You agree and represent that you have carefully considered the Terms of Use and that ambiguities, if any, shall not be enforced against the drafter but shall be fairly read so as not to prejudice the rights of MMC.

If any provision or provisions of the Terms of Use are deemed unenforceable in a determination by a body with proper jurisdiction, the parties agree (without waiving rights of appeal) that the unenforceable provision or provisions shall be: (a) reconstituted to approximate as closely as lawfully possible the evident intent of the original provision or provisions; or (b) if option (a), above, cannot be implemented, the unenforceable provision or provisions shall be excised from the Terms of Use and the parties shall negotiate in good faith with respect to their modification. If the parties cannot agree to a modification, the Terms of Use shall be enforced, without the unenforceable provision or provisions, in a fair manner and without undue prejudice to either party.