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## SECTION – PREAMBLE

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**IMPORTANT: BY COMPLETING THE AGREEMENT PROCESS ELECTRONICALLY OR OTHERWISE (HEREIN, “AUTHENTICATE,” “APPROVE,” “ACCEPT,” “AGREE,” “CONSENT,” “ASSENT,” “SIGN,” AND “EXECUTE”), WHICH PROCESS MAY INCLUDE WITHOUT LIMIT THE AFFIRMATIVE ACT OF UTILIZING A RESOURCE OF MEDICO-LEGAL DEVELOPMENT GROUP, LLC (HEREIN, “WE,” “US,” “OFFICE,” “APPLICABLE OFFICE,” “COVERED ENTITY,” “OUR COMPANY,” AND “ADOPTING COMPANY”), AS WELL AS CHECKING A CHECKBOX OR PRESSING A BUTTON ASSOCIATED WITH TEXT, “I AGREE,” “OPT IN,” OR OTHER SIMILAR TEXT BASED ON THE CONTEXT OF THE PROCESS (EXPRESSED EITHER IN THE AFFIRMATIVE OR NEGATIVE, WHETHER ENCRYPTED OR NOT, AND WHETHER CONSPICUOUSLY PROXIMATE TO THE CURRENT DATE OR NOT), YOU ARE ACKNOWLEDGING THAT YOU HAVE VIEWED, READ, AND UNDERSTAND, AND/OR THAT YOU HAVE HAD AMPLE OPPORTUNITY TO VIEW, READ, AND UNDERSTAND, AND ARE THEREBY ACKNOWLEDGING RECEIPT OF A COPY OF, AS WELL AS AGREEING TO, SIGNING, DATING, AND OTHERWISE EXECUTING AND AFFIRMING ONE OR MORE DOCUMENTS AND DOCUMENT SECTIONS (HEREIN, “DOCUMENTS,” “DOCUMENT(S),” “TERMS OF THE DOCUMENT(S)” AND “AGREEMENT(S)”), INCLUDING WITHOUT LIMIT THE TERMS OF THIS RESOURCE SUBSCRIPTION AGREEMENT, TERMS OF HEALTHCARE SERVICES (UTILIZED OR TO BE UTILIZED BY SUBSCRIBER), AND THE TERMS OF THE CORPORATE LEGAL NOTICE, INCLUDING WITHOUT LIMIT SIGNIFICANT TERMS ASSOCIATED WITH SUCH DOCUMENT(S), BOTH INDIVIDUALLY AND ON BEHALF OF ANY INDIVIDUAL(S) OR ORGANIZATION(S) FOR WHOSE BENEFIT, OR ON WHOSE BEHALF, YOU ARE NOW UTILIZING, OR IN THE FUTURE BEGIN TO UTILIZE, THE RESOURCES OF OUR COMPANY; THAT YOU HAVE VIEWED SUCH TERMS IN ONE OF SEVERAL FASHIONS (INCLUDING WITHOUT LIMIT A PAPER-BASED OR PRINTABLE FORMAT; ON A DEVICE IN SCROLL-SCREEN FORMAT IN CONJUNCTION WITH THE AGREEMENT PROCESS; AND AS POSTED AND AVAILABLE BY MEANS OF VISIBLE HYPERLINKS LOCATED IN THE DOCUMENT(S), IN VARIOUS COMMUNICATIONS WITH YOU, AND IN DESIGNATED LOCATION(S) OF THE OFFICE’S PRIMARY WEBSITE(S) AND SOFTWARE APPLICATION(S) AS DEFINED HEREIN AS WELL AS AT, OR BY MEANS OF, THE LEGAL NOTICE URL AS DEFINED IN THIS DOCUMENT); AND THAT ALL NECESSARY IDENTIFYING INFORMATION HAS BEEN PROVIDED TO YOU INCLUDING WITHOUT LIMIT (1) OUR COMPANY NAME, (2) COMPLETE CONTACT INFORMATION, (3) DOMAIN(S) OF OUR PRIMARY WEBSITE(S), (4) LEGAL NOTICE URL, AND (5) IF APPLICABLE, THE NAME OF ANY SOFTWARE APPLICATION(S) THROUGH WHICH YOU MIGHT HAVE AGREED TO THE DOCUMENTS; AND THAT ALL SUCH TERMS ARE, AND HAVE BEEN, REASONABLY AND CONSPICUOUSLY DISPLAYED AND BROUGHT TO YOUR ATTENTION IN SUCH FASHIONS. IN THE EVENT YOU ARE UNABLE TO LOCATE THE MOST CURRENT OR EFFECTIVE VERSION OF SUCH DOCUMENTS ON OR THROUGH OUR WEBSITE(S), YOU AGREE TO IMMEDIATELY NOTIFY AND CONTACT US IN THE FASHION SET FORTH IN THE SECTION OF THE CORPORATE LEGAL NOTICE RELATING TO CONTACTING OUR COMPANY. WE ENCOURAGE YOU (AND HAVE TRIED TO MAKE IT EASY FOR YOU) TO PROMPTLY PRINT OR DOWNLOAD THIS DOCUMENT FOR YOUR OWN RECORDS. IN THE EVENT THAT ANY OF THE IDENTIFYING INFORMATION GENERALLY DESCRIBED ABOVE DOES NOT SPECIFICALLY APPEAR ON YOUR DUPLICATED VERSION, YOU AGREE TO ACCEPT THE RESPONSIBILITY FOR PROMPTLY DOCUMENTING SUCH IDENTIFYING INFORMATION PRESENTED DURING THE AGREEMENT PROCESS IN CONJUNCTION WITH YOUR DUPLICATED VERSION. YOU AGREE THAT ANY PARTICULAR METHOD OR PROCESS OF CONSENTING TO DOCUMENTS MADE AVAILABLE TO YOU AS PART OF THE AGREEMENT PROCESS, INCLUDING WITHOUT LIMIT A SINGLE SIGNATURE AND DATE WRITTEN, PROVIDED, AND/OR AFFIRMED BY YOU IN THE APPLICABLE FIELD(S), MAY BE AUTOMATICALLY EXTENDED AND APPLIED THROUGH ELECTRONIC MEANS TO ANY AND ALL SUCH DOCUMENT(S) SIMULTANEOUSLY AND SEPARATELY, WHETHER SUCH DOCUMENT(S) ARE EXECUTED ON YOUR BEHALF OR BEHALF OF ANOTHER AS AUTHORIZED BY LAW OR CONTRACT, AND THAT EACH AUTOMATIC APPLICATION OF THE APPLICABLE METHOD (E.G., YOUR SIGNATURE AND SIGNATURE DATE) TO ANY SUCH DOCUMENT(S) SHALL BE DEEMED TO BE AN ORIGINAL AND BINDING FORM OF CONSENT TO SUCH DOCUMENT(S).**

**YOU UNDERSTAND AND AGREE THAT THE TERMS OF THE DOCUMENT(S) CONTAIN SIGNIFICANT CLAUSES, INCLUDING WITHOUT LIMIT SIGNIFICANT RESTRICTIONS ON THE USE OF THE COMPANY’S RESOURCES, INCLUDING WITHOUT LIMIT ITS SOFTWARE APPLICATION(S) AND THE DOCUMENTS CONTAINED AND EMBEDDED IN, AND MADE AVAILABLE TO YOU FOR LIMITED USE BY AND THROUGH, SUCH SOFTWARE APPLICATIONS; PROVISIONS RELATING TO NO REFUNDS AS WELL AS CANCELLATION OF YOUR SUBSCRIPTION; PROVISIONS RELATING TO YOUR DUTY TO PROMPTLY COMMUNICATE (AND OUR RIGHT TO CURE) ANY ALLEGED DEFICIENCIES; MANDATORY NON-BINDING MEDIATION AND BINDING ARBITRATION IN EVENT OF A DISPUTE BY YOU; WAIVER OF CLASS ACTION RIGHTS AGAINST US; YOUR FINANCIAL RESPONSIBILITY FOR VARIOUS ADMINISTRATIVE CHARGES / MEDICO-LEGAL COSTS AS DEFINED HEREIN; DISCLAIMER OF LEGAL ADVICE; VARIOUS SIGNIFICANT TERMS AS SET FORTH IN THE CORPORATE LEGAL NOTICE INCORPORATED HEREIN BY REFERENCE (INCLUDING WITHOUT LIMIT DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; INDEMNIFICATION; LIQUIDATED DAMAGES FOR BREACH OF ADOPTING COMPANY’S COPYRIGHT, LICENSE, AND OTHER PROPRIETARY RESTRICTIONS OR INTERESTS; WAIVER OF VARIOUS TYPES OF STATUTORY RIGHTS; LIMITATION OF JURISDICTION, LAW AND VENUE; PROVISIONS RELATING TO APPLICABILITY OF THE DOCUMENT(S) TO YOUR ORGANIZATION(S) AND OTHER THIRD-PARTIES; AND OTHER MEANS OF ASSENTING TO TERMS); YOUR RESPONSIBILITY FOR FUTURE AMENDMENTS TO THE DOCUMENT(S); AND OTHER SIGNIFICANT TERMS.**

**YOU UNDERSTAND AND AGREE THAT SIGNIFICANT CLAUSES ARE REITERATED OR HIGHLIGHTED IN SPECIAL SECTIONS OF THE CORPORATE LEGAL NOTICE ENTITLED OR RELATING TO, “PRELIMINARY TERMS” OR “SIGNIFICANT TERMS,” AND ARE ALSO SET FORTH IN THIS DOCUMENT IN THE CONTEXT OF SEPARATE FORMS.**

**YOU AGREE THAT OTHER ALTERNATIVE RESOURCES ARE REASONABLY-AVAILABLE TO YOU BESIDES JUST THE RESOURCE WHICH YOU MAY BE SEEKING FROM US AND (1) THAT YOU ARE NOT, AND HAVE NOT BEEN, IN ANY WAY REQUIRED OR OBLIGATED TO PURCHASE OR UTILIZE SUCH RESOURCE, AND (2) SUCH PURCHASE AND UTILIZATION BY YOU HAS AT ALL TIMES BEEN VOLUNTARY.**

**YOU AGREE THAT THE RESOURCES OF THE COMPANY INCLUDING WITHOUT LIMIT THE DOCUMENT(S) SET FORTH IN THE AGREEMENT PROCESS DO NOT CONSTITUTE LEGAL ADVICE AND DO NOT ESTABLISH AN ATTORNEY-CLIENT RELATIONSHIP AND THAT IF YOU HAVE QUESTIONS OF A LEGAL NATURE, YOU WILL SPEAK WITH AN ATTORNEY AT LAW BEFORE UTILIZING THE COMPANY’S RESOURCES OR AGREEING TO THE DOCUMENT(S).**

**WE RESERVE THE RIGHT AT ANY TIME AND FOR ANY REASON TO MODIFY THE TERMS OF THE DOCUMENT(S). IT SHALL BE YOUR RESPONSIBILITY**

TO REGULARLY REVIEW THE MOST CURRENT OR EFFECTIVE TERMS AS POSTED AND AVAILABLE IN THE DESIGNATED LOCATION(S) OF THE OFFICE'S PRIMARY WEBSITE(S) AND SOFTWARE APPLICATION(S) BY MEANS OF HYPERLINKS SET FORTH THEREIN, IN THE DOCUMENT(S), AND COMMUNICATED TO YOU DURING THE AGREEMENT PROCESS AND, IF APPLICABLE, THROUGH OTHER MEANS. YOU UNDERSTAND AND AGREE THAT CONTINUED UTILIZATION OF THE RESOURCES OF ADOPTING COMPANY AFTER SUCH CHANGES HAVE BEEN POSTED SHALL CONSTITUTE ACCEPTANCE BY YOU OF SUCH CHANGES.

YOU AGREE THAT YOU'VE BEEN GIVEN EVERY OPPORTUNITY TO ASK QUESTIONS RELATING TO THE TERMS OF THE DOCUMENT(S), AND YOU HAVE NO MORE QUESTIONS AT THIS TIME. WE UNDERSTAND THAT QUESTIONS MAY ARISE FOR YOU AFTER COMPLETING THE AGREEMENT PROCESS FOR AGREEING TO SUCH TERMS. YOU AGREE THAT WITHIN TWENTY-FOUR (24) HOURS OF COMPLETING THE AGREEMENT PROCESS AS DEFINED HEREIN (1) YOU WILL THOROUGHLY REVIEW THE TERMS OF THE DOCUMENT(S) AGAIN AS WELL AS REVIEW ANY CONFIRMATION EMAIL YOU RECEIVE FROM US IN CONJUNCTION WITH THE AGREEMENT PROCESS, (2) YOU WILL IMMEDIATELY COMMUNICATE ANY QUESTIONS, CONCERNS, OR DISPUTES YOU MAY HAVE AS SET FORTH IN THE SECTION OF THE CORPORATE LEGAL NOTICE ENTITLED OR RELATING TO "CONTACTING ADOPTING COMPANY," AND (3) IF A PARTICULAR TERM IS DISAGREEABLE TO YOU, WITHOUT LIMITING OUR RIGHTS, YOU WILL IMMEDIATELY CEASE AND DESIST UTILIZING THE APPLICABLE RESOURCES, INCLUDING WITHOUT LIMIT UNINSTALLING ANY APPLICABLE SOFTWARE APPLICATIONS.

*By Signing and Dating below, I certify that I have viewed, read, and understand, and/or that I have had ample opportunity to view, read, and understand, the Terms of the Resource Subscription Agreement, populated with specific data and identifying information, together with Incorporated Terms; am acknowledging receipt of a copy thereof; am Agreeing to, Signing, Dating, and otherwise Executing and Affirming my Signatures, Signature Dates, and such Terms; and am attesting that all information provided or represented by me, and included herein, including without limit specific data and identifying information, is true and accurate to the best of my knowledge.*

Subscriber's Signature:

\_\_\_\_\_  
Subscriber's Name – [Subscriber's Name]

\_\_\_\_\_  
Date of Signature

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## SECTION – GENERAL PROVISIONS

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**PURPOSE AND CONSIDERATION.** The purpose of this Resource Subscription Agreement (“Terms of this Resource Subscription Agreement” and “RSA”) is to enable the Medico-Legal Development Group, LLC (herein, “Office,” “Applicable Office,” “Company,” “Adopting Company,” “Applicable Proprietary Owner” and “Proprietary Owner”)(<http://best-practice-forms.com> and <http://best-practices.us>) to provide access to its various Resources, including without limit Software Applications, Support Programs, and other goods and services to the below-signed Subscribing Individual (herein, “Subscriber”) subject to various terms and conditions. I Agree that this Resource Subscription Agreement shall apply to and cover all such Resources purchased, acquired, or subscribed to, by me from the Company at any time, including without limit future purchases and subscriptions. In consideration for receiving such access, I, the below-signed Subscriber, Agree to the following terms and conditions:

**MULTIPLE SECTIONS; COLLATERAL DOCUMENTS INCORPORATED BY REFERENCE.** The Terms of this Resource Subscription Agreement consist of multiple Sections (herein, “Sections” and “Forms”), with each Section being expressly denoted as such. Additionally, these Terms incorporate various additional, collateral Documents herein by reference (herein, “Incorporated Documents”). Incorporated Documents include without limit the Corporate Legal Notice as defined herein as well as its various Sections, including without limit General Privacy Policy and Electronic Communications Consent. Such Corporate Legal Notice is incorporated herein by reference. Except where expressly and specifically indicated to the contrary in another Section of these Terms, in the event of a conflict between a term of this Section (herein, “General Section”), a term of any other Section of the Terms of this Resource Subscription Agreement (herein, “Specific Section”), and/or a term of an Incorporated Document, the term of the Specific Section shall have the highest priority and shall supersede and control with respect to the other term(s), and the term of this General Section shall have the next highest priority and shall supersede and control with respect to the term of the Incorporated Document. In the event of a conflict between the terms of two different Incorporated Documents, in the event that one of the Incorporated Documents (including without limit the Corporate Legal Notice) was included, in part or in whole, in a scroll-screen format in the same operative Agreement Process as the Terms of this Resource Subscription Agreement (herein, “Document Incorporated via Scroll-Screen”), the term of the Document Incorporated via Scroll-Screen shall have the highest priority and shall supersede and control with respect to the term of the other Incorporated Document.

**DISCLAIMERS ON LEGAL ADVICE.** I UNDERSTAND AND AGREE THAT NOTHING IN THE TERMS OF THIS RESOURCE SUBSCRIPTION AGREEMENT, OR ANY INTERACTION I, OR MY LEGAL REPRESENTATIVE MAY HAVE, WITH THE COMPANY RELATING DIRECTLY OR INDIRECTLY TO THIS SUBSCRIPTION AGREEMENT, SHALL CONSTITUTE LEGAL ADVICE OR ESTABLISH AN ATTORNEY-CLIENT RELATIONSHIP. I UNDERSTAND AND AGREE THAT ALL SUCH INTERACTIONS, TO THE EXTENT THEY OCCUR, SHALL BE FOR THE PURPOSES OF EDUCATION ONLY, AND SHALL NOT BE CONSTRUED AS BEING PROVIDED FOR THE BENEFIT OF HELPING ANY INJURED INDIVIDUAL TO SETTLE ANY CAUSES OF ACTION WHICH SUCH INDIVIDUAL MAY HAVE AGAINST ANY ENTITY OR INDIVIDUAL. I UNDERSTAND AND AGREE THAT IF I HAVE QUESTIONS OF A LEGAL NATURE, I WILL SPEAK WITH AN ATTORNEY AT LAW. WITHOUT LIMITING THE TERMS OF THIS AGREEMENT IN ANY FASHION, I UNDERSTAND AND AGREE THAT AS PART OF THE SOFTWARE APPLICATION(S) OF THE COMPANY, THE COMPANY MAY OPT TO UPDATE AND AMEND, WITHOUT ANY NOTICE TO ME, VARIOUS DOCUMENTS INCORPORATED INTO SUCH APPLICATION(S). IT SHALL BE MY SOLE RESPONSIBILITY FOR REGULARLY REVIEWING SUCH DOCUMENTS, INCLUDING WITHOUT LIMIT PRIOR TO EACH INSTANCE OF UTILIZING THEM, AND DETERMINING WHETHER I WISH TO CONTINUE UTILIZING THEM AND/OR THE SOFTWARE APPLICATION(S) WHICH INCORPORATE SUCH DOCUMENTS. UNDER NO CIRCUMSTANCES SHALL SUCH UPDATES AND AMENDMENTS BE CONSTRUED AS LEGAL ADVICE OR AS ESTABLISHING AN ATTORNEY-CLIENT RELATIONSHIP.

**DEFINITIONS.** In the Terms of this Resource Subscription Agreement, the following terms shall have the following meaning. “**Payer**” shall refer to without limit any insurance carrier, health benefit plan administrator and fiduciary, health maintenance organization, preferred and independent provider organization, attorney, adjuster, claims handler, medical examiner, individual reviewer or review entity, at-fault party, individual, and any other entity, which may elect or be obligated to pay or disburse Proceeds, either now or in the future, or which may be involved directly or indirectly in determining the obligation to pay or disburse Proceeds, either now or in the future. “**Charges**” shall include without limit the full fees for the goods and services of the Company, any Medico-Legal Costs as set forth in this section, and any other charges incurred by the Subscriber in consideration for the Company goods and services. “**Hourly Fee**” when used in conjunction with any Charge shall be billable, at the sole discretion of the Company, in any increment amounts up to and including 30-minute increments, including without limit 6-minute, 10-minute, or 15-minute increments. “[**See Separate Fee Document**]” when used in conjunction with a particular Charge referenced in these Terms means that that particular Charge, if any, is set forth in a separate fee Document maintained by the Company. “**Adverse Determination or Action**” means any determination or action which, in the sole discretion of the Company (i) entails, directly or indirectly, actual, potential or threatened financial or legal repercussions (including without limit civil, administrative, or judicial) for the Company, (ii) is expressly indicated by the Terms of this Resource Subscription Agreement to constitute an Adverse Determination or Action, (iii) constitutes an Adverse Determination or Action as defined in the Terms of Healthcare Services, a Document Utilized or to be Utilized by Subscriber as part of this Resource Subscription Agreement and executed by Subscriber’s Customers (e.g., patients, parents, guardians, Etc), or (iv) is of such a nature that it makes appropriate or necessary to involve or retain one or more executive officers, more than one employee or contractee, or legal representation by any attorney, at the Company for assisting in resolving the determination or action. “**Medico-Legal Process**” shall include without limit civil, administrative, or judicial proceedings, mediation, arbitration, interpleader actions, cross-claims, counterclaims,

recoupment requests, requests for reconsideration, internal appeals, independent reviews, and discussions, correspondence, interventions, or requests for accountings of any type including without limit requests for accountings of uses and disclosures of personal information, with or involving the Subscriber, any Payer of the Subscriber, or any of the Subscriber's Customers (e.g., patients, parents, guardians, Etc.), and research relating to any of the foregoing, necessitated by an actual, potential, or threatened Adverse Determination or Action, as determined by the Company in its sole discretion. The phrase, "Medico-Legal Process," includes without limit, the decision by the Company to research and investigate an actual, potential, or threatened Adverse Determination or Action by a Payer or Patient, or to retain an attorney to research, discuss and attempt to resolve such actual, potential, or threatened Adverse Determination or Action, and the decision by Applicable Healthcare Providers / Accounts Servicing Center in accident cases to Verify, or to retain an attorney to Verify, Patient's Health Insurance, Health Benefit Plan, and/or Medicare/Medicaid Coverage. **"Medico-Legal Costs"** shall include without limit any costs incurred by the Company relating directly or indirectly to (i) the application or enforcement of the Terms of this Resource Subscription Agreement, (ii) the research, application or enforcement of any law or contractual term relating to, or affecting, the Charges, or the goods and services of, the Company, (iii) any effort or action to collect the Charges from the Subscriber, or (iv) any Medico-Legal Process of any nature against, or by, the Company, or its employees for any reason relating to the items, (i)-(iii), of this definition. "Medico-Legal Costs" further include without limit pre- and post-judgment costs, court filing fees, service of process charges, attorney's fees, and fees of other third-party entities including without limit consultants, contractors, suppliers, Adopting Companies and HIPAA Business Associates, incurred by the Company directly or indirectly related to any Medico-Legal Process. Medico-Legal Costs shall be assessed at various rates including without limit (i) an hourly fee of \$1,500 for any time spent by any individual employed by or contracted with the Company as an expert witness in any deposition, hearing or other Medico-Legal Process, which shall include time preparing for same, and (ii) an hourly fee of \$750 for any time spent by any individual employed by or contracted with the Company relating to any of the foregoing items but excluding time billed for expert testimony. **"Corporate Legal Notice"** and **"Legal Notice"** shall mean in the following order of priority (i) the Most Current Version ("MCV") of the Document adopted by Proprietary Owner entitled, relating to, or setting forth "Corporate Legal Notice" provisions which were included, in part or in whole, in a scroll-screen format in the same operative Agreement Process as the Terms of this Resource Subscription Agreement, (ii) the Most Current Version of the Document adopted by Proprietary Owner available at, or by means of, the following URLs: <http://uln.bpfs.io/lnp>, or alternatively, <http://uln.hce01.com/lnp> (herein, "Legal Notice URL"), and (iii) any Document posted or linked within Designated Location(s) of the Office's Primary Website(s) entitled, relating to, or setting forth Corporate Legal Notice provisions of Applicable Healthcare Providers / Accounts Servicing Center. Such Documents include, without limit, any Document entitled "Uniform Legal Notice." **"Office's Primary Website(s)"** include without limit the website available at, or by means of, the Uniform Resource Locator (URL) address associated with the Company set forth in the Terms of this Resource Subscription Agreement.

**REJECTION, TERMINATION, CANCELATION, SUSPENSION, AND ACTIVATION / RE-ACTIVATION; INDEPENDENT COVENANTS WHICH SURVIVE.** Your application for Subscription and actual Subscription to the Resources of the Company, including without limit Software Applications and Documents, may be immediately rejected, terminated, canceled, pending / suspended, activated / reactivated, by the Company with or without cause, without any prior notice, and without any liability to the Company. Without limiting the Terms of this Resource Subscription Agreement in any fashion, the Terms of the Corporate Legal Notice relating to "Limitation of Liability" applies to any such actions by the Company. The Terms of this Resource Subscription Agreement relating to payment of Charges owing to the Company by You, Intellectual Property, (including without limit Non-Disclosure, Assignment, Copyrights, Non-Competition, Non-Solicitation) and Liquidated Damages, shall survive in the event of termination, cancellation, and suspension of the Agreement. Except where otherwise expressly provided to the contrary in writing, such provisions constitute independent covenants and shall not be discharged by any claim of breach of, or default by, the Company.

**MISCELLANEOUS.** Except as provided in this paragraph, the Terms of this Resource Subscription Agreement shall not be modified or revoked without the expressed, written Consent of the Company. I hereby revoke, with the Consent of the Company, the terms of any previously Signed Documents, but only to the extent those terms conflict with the Terms of this Resource Subscription Agreement. I Agree that each and every provision of the Terms of this Resource Subscription Agreement is reasonably necessary. However, should any provision of the Terms of this Resource Subscription Agreement be found to be invalid, illegal or unenforceable, or for any reason cease to be binding on any party hereto, all other portions and provisions of the Terms of this Resource Subscription Agreement shall, nevertheless, remain in full force and effect. The Terms of this Resource Subscription Agreement shall be governed under the laws of the state where the Company is located, and is performable in, the county where the Company is located. In any action based upon the Terms of this Resource Subscription Agreement, I hereby Consent to personal jurisdiction and venue of any court in said county and waive all objections based on improper jurisdiction, venue, or inconvenience of forum. I further waive any statute of limitations which may apply in any action based upon the Terms of this Resource Subscription Agreement.

**ADDITIONAL DEFINITIONS; ELECTRONIC AGREEMENT PROCESS DEFINED; EXECUTION IN COUNTERPARTS.** In addition to the definitions of phrases provided elsewhere, the following phrases shall have the following meaning. "Resource Subscription Agreement" and "Subscription Agreement" means any Section, part, counterpart, or Document expressly denoted as such, or which is identified by, or denoted with, the Form ID referenced above. "Document" and "Document(s)" shall mean any type of written or electronic content maintained or utilized by the Company including without limit legal, medical, and clinic forms, policies, notices, contracts, records, reports, requests, authorizations, directives and other types of written or electronic content. The phrases, "Document" and "Document(s)," further include without limit the Terms of this Resource Subscription Agreement, Terms of Healthcare Services (Utilized or to be Utilized by Subscriber), the terms of the Corporate Legal Notice, and "Child," "Parent," and "Independent" Documents as set forth therein, whether such Document(s) are executed on your behalf or behalf of another as authorized by law or contract. "Agreement Process" and "Completing the Agreement Process" (also, "Authenticate," "Approve," "Accept," "Agree," "Consent," "Assent," "Sign," and "Execute"), shall mean the applicable process, whether electronic or paper-based, whereby You intend to Agree to one or more Document(s) of the Company. Such Processes include without limit representations by You, both written and verbal, as well as actions by You, which suggest or indicate that You have viewed, read, and understand, and/or that You have had ample opportunity to view, read, and understand, the applicable Document(s) and are thereby Acknowledging receipt of a copy of, as well as Agreeing to, Signing, Dating, and otherwise Executing and Affirming Your Signatures, Signature Dates, and such Document(s). Such Process may include without limit the affirmative act of checking a checkbox or pressing a button associated with text, "I Agree," "Opt In," or other similar text based on the context of the Process (expressed either in the affirmative or negative, whether encrypted or not, and whether conspicuously proximate to the current date or not) ("Affirmative Act of Executing"). Such Process may also include without limit the Utilization of a Resource of Adopting Company, or continued Utilization of such Resource. By Completing the Agreement Process, You Agree that the applicable Affirmative Act of Executing shall serve as Your Signature and Signature Date provided on the current date

for purposes of any Federal or State law which expressly and specifically requires a "signature" in any instance where it is combined with any hardware, software, data, information, or other similar Resource which (1) only You are reasonably likely to either know or have access to, or (2) otherwise reasonably validates Your identity. Such Affirmative Act of Executing shall serve as Your Signature and Signature Date irrespective of the method by which the Affirmative Act of Executing is recorded or documented, whether electronically or by paper. Any Document(s) of the Company may be Executed in any number of counterparts, each of which shall be deemed to be an original with respect to any Party who has Executed such Document(s), all of which shall together constitute one and the same instrument. If Executed in multiple counterparts, such Document(s) shall become binding when any counterpart or counterparts, individually or taken together, have been Executed by the Party or Parties referenced below. Furthermore, You Agree that any particular method of Consenting to Document(s) presented or made available or accessible to You as part of the Agreement Process, including without limit a single Signature and Date written, provided, and/or Affirmed by You in the applicable field(s), may be automatically extended and applied through electronic means to any and all such Document(s) simultaneously and separately, and that each automatic application of the applicable method (e.g., your Signature and Signature Date) to any such Document(s) shall be deemed to be an original and binding form of Consent to such Document(s). No Document(s) which expressly require the written Approval of the Company shall be effective with respect to such Party until such written Approval is granted as evidenced by the Signature and Signature Date, electronic or handwritten, of a representative authorized to Sign and Date such Document(s) on behalf of such entity.

**AUTHORITY OF SUBSCRIBER TO ASSIGN ACCOUNTS TO INDEPENDENT INJURY BILLING GROUPS; AUTHORIZATION TO APPLY SUBSCRIBER'S ELECTRONIC SIGNATURE TO SECTIONS OF THE TERMS OF HEALTHCARE SERVICES REASONABLY NEEDED BY SUCH GROUPS TO PERFORM THEIR CONTRACTED SERVICES.** Subscriber warrants that Subscriber has the requisite authority on behalf of, or for the benefit of, one or more Applicable Healthcare Providers which employ or contract with Subscriber, to assign Accounts of Applicable Healthcare Providers to Independent Injury Billing Groups as Subscriber sees fit. In the event that Subscriber communicates to the Company, directly or indirectly, that Applicable Healthcare Providers have contracted with an Independent Injury Billing Group, Subscriber hereby authorizes the Company to apply Subscriber's Electronic Signature, applied to this Resource Subscription Agreement, to any Sections of the Terms of Healthcare Services reasonably needed by such Independent Injury Billing Group to perform its contracted services.

*By Signing and Dating below, I certify that I have viewed, read, and understand, and/or that I have had ample opportunity to view, read, and understand, the Terms of the Resource Subscription Agreement, populated with specific data and identifying information, together with Incorporated Terms; am acknowledging receipt of a copy thereof; am Agreeing to, Signing, Dating, and otherwise Executing and Affirming my Signatures, Signature Dates, and such Terms; and am attesting that all information provided or represented by me, and included herein, including without limit specific data and identifying information, is true and accurate to the best of my knowledge.*

Subscriber's Signature:

\_\_\_\_\_  
Subscriber's Name – [Subscriber's Name]

\_\_\_\_\_  
Date of Signature

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## SECTION – HIPAA CONSENT FORM

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**ADDITIONAL DEFINITIONS.** In addition to the definitions of phrases provided elsewhere, the following phrases shall have the following meaning. “HIPAA Consent Form” shall refer to the terms of this Section relating to the use and disclosure of Personal Health Information (“PHI”). The phrases, “Office” and “Applicable Office,” whether appearing in the singular or plural, shall have the same meaning as set forth in the Section entitled or relating to, “General Provisions.” The phrases, “treatment,” “payment” and “other healthcare operations,” shall have the same meaning as set forth in 45 CFR §164.501 et seq. as such regulations are modified or reclassified from time to time and as qualified herein.

**HIPAA CONSENT TERMS.** You understand that some of Your personal information, including without limit personal health information (herein, “Personal Health Information”), may be used and/or disclosed by the Applicable Office to carry out various services including without limit treatment, payment, and other healthcare operations, and that for a more complete description of services, uses, and disclosures, including without limit the method and nature of communications with You and other third-parties, You should refer to the Incorporated Documents set forth and incorporated herein by reference including without limit HIPAA Privacy Policy, General Privacy Policy, and Electronic Communications Consent. You understand that You may review such Incorporated Documents at any time. Consistent with HIPAA rules, You hereby acknowledge actual receipt of all such Incorporated Documents, including without limit the HIPAA Privacy Policy.

Regarding HIPAA Rules, You acknowledge that the Applicable Office (like many personal injury Payers) in many applicable circumstances either does not, or may not, currently conduct the financial and administrative electronic transactions identified by the U.S. Department of Health and Human Services for which standards have been adopted by the Secretary. While such Office may voluntarily elect to follow certain specific standards set forth under such law, under no circumstances shall such voluntary election be construed to be an adoption of all standards under such law or a final determination of jurisdiction or oversight authority by any applicable agency to the subject matter herein.

You understand that over time the privacy policies and legal notices of the Applicable Office may need to change in accordance with law and that if You wish to obtain a copy of the General Privacy Policy, HIPAA Privacy Policy, or Electronic Communications Consent as revised, You should visit the Designated Location(s) of the Office’s Primary Website(s) or send a written request to the attention of “Privacy Director” at the Office.

You understand that You may request restrictions on how Your information is used or disclosed to carry out treatment, payment, or healthcare operations, and that You can also revoke these HIPAA Consent Terms, but only to the extent that the Applicable Office has not taken action in reliance thereon and also provided that You do so in writing.

You understand that for Your protection, any requests to amend Your Personal Health Information or to access Your medical records must be made in writing.

*By Signing and Dating below, I certify that I have viewed, read, and understand, and/or that I have had ample opportunity to view, read, and understand, the Terms of the Resource Subscription Agreement, populated with specific data and identifying information, together with Incorporated Terms; am acknowledging receipt of a copy thereof; am Agreeing to, Signing, Dating, and otherwise Executing and Affirming my Signatures, Signature Dates, and such Terms; and am attesting that all information provided or represented by me, and included herein, including without limit specific data and identifying information, is true and accurate to the best of my knowledge.*

Subscriber's Signature:

\_\_\_\_\_  
Subscriber's Name – [Subscriber's Name]

\_\_\_\_\_  
Date of Signature

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## SECTION – HIPAA PRIVACY POLICY

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**THIS HIPAA PRIVACY POLICY DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED, HOW YOU CAN GET ACCESS TO THIS INFORMATION, AND THE METHOD AND NATURE OF SUCH COMMUNICATIONS. PLEASE REVIEW IT CAREFULLY.**

**ADDITIONAL DEFINITIONS.** In addition to the definitions of phrases provided elsewhere, the following phrases shall have the following meaning. “Notice of Privacy Practices” and “HIPAA Privacy Policy” shall refer to the terms of this Section. The phrases, “Office” and “Applicable Office,” whether appearing in the singular or plural, shall have the same meaning as set forth in the Section entitled or relating to, “General Provisions.” The phrases, “treatment,” “payment” and “other healthcare operations,” shall have the same meaning as set forth in 45 CFR §164.501 et seq. as such regulations are modified or reclassified from time to time and as qualified herein.

**INDEPENDENT AND INCORPORATED DOCUMENTS; PRIORITY.** In the event that the Applicable Office maintains a separate HIPAA Privacy Policy (“Independent HIPAA Privacy Policy”), the terms of this HIPAA Privacy Policy and the Independent HIPAA Privacy Policy shall both apply with respect to such Office. In the event of a conflict between a term of the Independent HIPAA Privacy Policy and this HIPAA Privacy Policy, the term of the Independent HIPAA Privacy Policy shall supersede and control with respect to the term of this HIPAA Privacy Policy.

The terms of the Applicable Office’s General Privacy Policy and Electronic Communications Consent, available in Designated Location(s) of the Office’s Primary Website(s) as Sections within the Corporate Legal Notice and/or directly as menu links, are incorporated herein by reference. In the event of a conflict between a term of the General Privacy Policy or Electronic Communications Consent and a term of the applicable HIPAA Privacy Policy, the term of the applicable HIPAA Privacy Policy shall supersede and control with respect to the term of the General Privacy Policy or Electronic Communications Consent.

**USE AND DISCLOSURE OF THE PATIENT’S PERSONAL HEALTH INFORMATION AND OTHER COMMUNICATIONS.** The Office may be required by one or more bodies of law to maintain the privacy and confidentiality of Personal Health Information and to provide the Patient with notice of the Office’s legal duties and privacy practices with respect to the Patient’s Personal Health Information.

● **Treatment.** The Office may disclose, or facilitate the disclosure of, the Patient’s Personal Health Information not inconsistent with HIPAA Rules for the purpose of treatment, payment or other healthcare operations. For example, on occasion, it may be necessary for a Patient to seek consultation regarding the Patient’s condition from another healthcare provider. It is the policy of the Office to provide, or facilitate the provision of, a substitute healthcare provider, authorized by the Patient’s physicians to provide assessment and/or treatment to such Patients, without advance notice, in the event of the Patient’s primary healthcare provider’s absence due to vacation, sickness, or other emergency situation. The Patient may also be Referred to another healthcare provider for diagnostic and treatment services. The Patient understands that it is his or her right to freely decide if the Patient wishes to obtain the services of the Practitioner or Vendor to whom the Patient is Referred, or alternatively at an independent Practitioner or Vendor of the Office’s own choosing. The Patient hereby Agrees that the Office may communicate and consult with, and disclose, or facilitate same, the Patient’s Personal Health Information to, Patient’s primary care clinicians and other healthcare providers who may have, or are likely to have, seen the Patient regarding the Patient’s condition and situation.

● **Payment.** The Office may disclose, or facilitate the disclosure of, the Patient’s Personal Health Information to Payers, including without limit accident insurance Payers and their agents and adjusters, as well as to the Patient’s Attorney(s) for the purposes of payment and other healthcare operations.

● **Healthcare Operations, Including Other Referrals and Communications with the Patient and Designated Third-Parties.** The Patient hereby Agrees that by providing the Applicable Office with one or more fax numbers, email addresses, mailing addresses, and/or phone numbers (which may include voice mail service, texting service, etc.), or by subscribing to or downloading any means of sharing communications with the Office by electronic means, the Patient is Consenting to disclosures of Personal Health Information as well as other communications from or by means of the Office through all such means and services. Such communications may include without limit medico-legal records and documents, records and documents containing signatures, appointment reminders, welcome messages, birthday wishes, newsletters, special offers, follow-up surveys, and other such communications which the Office may deem necessary or appropriate in its sole discretion.

For those Patients who indicate who Referred them for healthcare screening, diagnosis or care, the Office shall be authorized to send “Thank You” notes and other related communications to such Referring person or entity.

The Patient understands and acknowledges that the arena of accident injury requires highly-unique and specialized knowledge and experience, spanning multiple areas of subject matter expertise. The Office’s commitment in such complex and sometimes adversarial settings is to be familiar with, and also consult with, the different Practitioners and Vendors who provide various forms of assistance to injured patients, and yet who may not be Covered Entities under HIPAA Rules. The Patient hereby authorizes the Office to exercise discretion in determining, consistent with the Patient’s

best interests, those Practitioners and Vendors who demonstrate the requisite level of expertise for handling issues and matters similar to what the Patient may be experiencing, and also to Refer the Patient to, and consult with, such Practitioners and Vendors accordingly.

The Patient understands that it is the Patient's right to freely decide if he or she wishes to obtain the services of the Practitioner or Vendor to whom the Patient is Referred by the Office, or alternatively at an independent Practitioner or Vendor of the Office's own choosing.

- **Worker's Compensation.** The Office may disclose, or facilitate the disclosure of, the Patient's Personal Health Information as necessary to comply with state Worker's Compensation laws.
- **Emergencies.** The Office may disclose, or facilitate the disclosure of, the Patient's Personal Health Information to notify or assist in notifying a family member or another person responsible for the Patient's care about the Patient's medical condition or in the event of an emergency or of the Patient's death.
- **Public Health.** The Office may be required to disclose, or facilitate the disclosure of, the Patient's Personal Health Information to public health authorities and governmental agencies for any reasonably legitimate purpose including without limit: preventing or controlling disease, injury or disability, reporting child abuse or neglect, reporting domestic violence, reporting to the Food and Drug Administration problems with products and reactions to medications, reporting disease or infection exposure, and filing Documents and information related directly or indirectly to the actions of any third-party person or entity relating to the processing of the Patient's claims or Charges.
- **Judicial and Administrative Proceedings.** The Office may disclose, or facilitate the disclosure of, the Patient's Personal Health Information in the course of any administrative or judicial proceeding.
- **Law Enforcement.** The Office may disclose, or facilitate the disclosure of, the Patient's Personal Health Information to a law enforcement official for purposes such as identifying or locating a suspect, fugitive, material witness or missing person, complying with a court order or subpoena, and other law enforcement purposes.
- **Deceased Person.** The Office may disclose, or facilitate the disclosure of, the Patient's Personal Health Information to coroners or medical examiners.
- **Organ Donation.** The Office may disclose, or facilitate the disclosure of, the Patient's Personal Health Information to organizations involved in procuring, banking, or transplanting organs and tissues.
- **Research.** The Office may disclose, or facilitate the disclosure of, the Patient's Personal Health Information to researchers conducting research that has been Approved by an Institutional Review Board.
- **Public Safety.** It may be necessary to disclose, or facilitate the disclosure of, the Patient's Personal Health Information to appropriate persons in order to prevent or lessen a serious and imminent threat to the health or safety of a particular person or to the general public.
- **Specialized Government Agencies.** The Office may disclose, or facilitate the disclosure of, the Patient's Personal Health Information for military, national security, prisoner and government benefits purposes.
- **Change of Ownership.** In the event that the Office, or the Patient's account with the Office, is sold to or merged with another organization, the Patient's Personal Health Information/record will become the property of the new owner.
- **Patient's Personal Health Information Rights.** The Patient has the right to request restrictions on certain uses and disclosures of the Patient's Personal Health Information. Please be advised, however, that the Office is not required to Agree to the restriction that the Patient requested.

The Patient has the right to have the Patient's Personal Health Information received or communicated through a supplemental alternative method or sent to an alternative location upon the Patient's request.

The Patient has the right to inspect and copy the Patient's Personal Health Information.

The Patient has the right to request that the Office amend the Patient's Personal Health Information. Please be advised, however, that the Office is not required to Agree to amend the Patient's Personal Health Information. If the Patient's request to amend the Patient's Personal Health Information has been denied, the Office will provide an explanation of the Office's denial reason(s) and information about how the Patient can disagree with the denial.

The Patient has a right to request to receive an accounting of disclosures of the Patient's Personal Health Information made by the Office.

The Patient has a right to a paper copy of this HIPAA Privacy Policy at any time requested.

- **Future Amendments to the Document(s).** We reserve the right at any time and for any reason to modify the Terms of any Document(s) Executed as part of the Agreement Process. It shall be your responsibility to regularly review the most current or effective Terms of such Document(s) and as posted and available by means of visible hyperlinks located in the Document(s), in various communications with You, and in



Designated Location(s) of the Office's Primary Website(s) and Software Application(s) as well as at, or by means of, the Legal Notice URL as defined in this Document. You understand and Agree that continued utilization of the Resources of the Office after such changes have been posted shall constitute Acceptance by You of such changes. In the event you are unable to locate the most current or effective version on the Office's Primary Website(s) and Software Application(s), You Agree that You will notify and contact the Office as provided herein.

● **Questions.** In the event of a question or concern relating to Privacy or Electronic Communications, for documentation purposes, written communication is required. Written communications shall be directed to the attention of "Privacy Director" at the Office.

● **Complaints.** Complaints about your rights or how the Office has handled your Privacy matter hereunder should be directed in writing to the attention of "Privacy Director" at the Office according to the Terms set forth in the Corporate Legal Notice. If you are not satisfied with the manner in which the Office handles your complaint, the Terms provide for a next step which is to attempt to resolve the dispute in good faith in the form of non-binding mediation. In the event that non-binding mediation is unable to produce a satisfactory result, you may wish to submit a complaint to one or more applicable governmental agencies. You may always choose to file a complaint with one or more applicable agencies in the event of a Privacy dispute at any time. Deadlines for submitting Your complaint to a governmental agency may apply. Under no circumstances is any retaliatory action by any third-party including the Office permitted in the event you choose to file a complaint with a governmental agency relating to such matter. Information about filing HIPAA-related complaints can be found at [www.hhs.gov](http://www.hhs.gov) and more specifically at the Complaint Portal for the U.S. Department of Health and Human Services located historically at [http://ocrportal.hhs.gov/ocr/cp/complaint\\_frontpage.jsf](http://ocrportal.hhs.gov/ocr/cp/complaint_frontpage.jsf).

*By Signing and Dating below, I certify that I have viewed, read, and understand, and/or that I have had ample opportunity to view, read, and understand, the Terms of the Resource Subscription Agreement, populated with specific data and identifying information, together with Incorporated Terms; am acknowledging receipt of a copy thereof; am Agreeing to, Signing, Dating, and otherwise Executing and Affirming my Signatures, Signature Dates, and such Terms; and am attesting that all information provided or represented by me, and included herein, including without limit specific data and identifying information, is true and accurate to the best of my knowledge.*

Subscriber's Signature:

\_\_\_\_\_  
Subscriber's Name – [Subscriber's Name]

\_\_\_\_\_  
Date of Signature

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## SECTION – AGREEMENT ON ALTERNATIVE RESOLUTION OF CONCERNS

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WHEREAS, the Parties acknowledge and Agree that accident injury diagnosis, care, and reimbursement entail highly-complex laws and regulations, including without limit laws and regulations relating to availability of benefits, coordination of benefits, payment of benefits and retention of benefits, the Parties hereby Agree to the following:

**ADDITIONAL DEFINITIONS.** In addition to the definitions of phrases provided elsewhere, the following phrases shall have the following meaning. "Alternative Dispute Resolution Agreement" and "ADR Agreement" shall refer to the terms of this Section relating to the alternative resolution of concerns. "Office" and "Applicable Office," whether appearing in the singular or plural, shall have the same meaning as set forth in the Section entitled or relating to, "General Provisions." "Affiliates" whether appearing in the singular or plural, shall refer as applicable to the following named and defined entities: (1) any Accounts Servicing Center relating to your Concern, and (2) any other entity or individual which has provided goods or services to You in conjunction with the Office relating to your Concern. "Resource" shall have the same meaning as set forth in the Corporate Legal Notice.

**TERMS RELATING TO MANDATORY ALTERNATIVE DISPUTE RESOLUTION; WAIVER OF ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST THE OFFICE OR ITS AFFILIATES.** IN THE EVENT YOU HAVE CONCERNS, DISPUTES OR GRIEVANCES (HEREIN, "CONCERNS") RELATING TO THE OFFICE OR ITS AFFILIATES, OR TO A RESOURCE OF THE OFFICE OR ITS AFFILIATES, RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR TO THE GOODS AND SERVICES OF THE OFFICE OR ITS AFFILIATES, PRIOR TO YOU MAKING ANY ATTEMPT TO FILE ANY TYPE OF LEGAL ACTION AS DEFINED HEREIN OR TAKING OTHER RELATED FORMS ACTION AGAINST THE OFFICE OR ITS AFFILIATES ON ANY MATTER RELATING THERETO, YOU HEREBY AGREE TO THE FOLLOWING:

- **COMMITMENT TO PROVIDING A CLEAR, COMPREHENSIVE, WRITTEN EXPLANATION AND OPPORTUNITY TO CURE.** YOU HEREBY AGREE THAT UNDER NO CIRCUMSTANCES WILL YOU SEEK TO FILE LEGAL ACTION AS DEFINED HEREIN AGAINST THE OFFICE OR ITS AFFILIATES PRIOR TO PROVIDING: (I) A COMPREHENSIVE, SPECIFIC, WRITTEN STATEMENT, DRAFTED BY YOU OR YOUR LEGAL COUNSEL, RELATING TO YOUR CONCERNS, AND (II) A 90-DAY OPPORTUNITY FOR THE OFFICE OR AFFILIATES AS APPLICABLE TO CURE ANY ALLEGED DEFICIENCY.
- **NON-BINDING MEDIATION FOLLOWED BY BINDING ARBITRATION.** IN THE EVENT THAT THE COMMUNICATION OF YOUR CONCERNS DOES NOT RESULT IN A SATISFACTORY RESULT TO YOU DURING THE INITIAL 90-DAY CURE PERIOD, YOU AGREE THAT NO LEGAL ACTION SHALL BE BROUGHT AGAINST THE OFFICE OR ITS AFFILIATES EXCEPT THROUGH ARBITRATION BEFORE ONE ARBITRATOR IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE AWARD OF THE ARBITRATOR SHALL BE FINAL AND BINDING UPON ALL PARTIES, AND JUDGMENT UPON THE AWARD MAY BE ENTERED IN ANY COURT OR AGENCY OF COMPETENT JURISDICTION. NOTWITHSTANDING THE FOREGOING, YOU AGREE THAT NO ARBITRATION OR (TO THE EXTENT PERMITTED BY LAW) ANY COMPLAINT WITH ANY FEDERAL OR STATE GOVERNMENT AGENCY, SHALL BE BROUGHT OR THREATENED TO BE BROUGHT BY YOU UNTIL YOU FIRST MAKE A GOOD FAITH ATTEMPT TO RESOLVE YOUR CONCERNS THROUGH NON-BINDING MEDIATION.
- **THE OFFICE'S AND ITS AFFILIATES' RIGHT TO ELECT AND COMPEL NON-BINDING MEDIATION AND BINDING ARBITRATION; CONFIDENTIALITY OF ANY COMMUNICATIONS AND PROCEEDINGS RELATED THERETO.** IN ANY LEGAL ACTION FILED BY OR AGAINST THE OFFICE OR ITS AFFILIATES INVOLVING YOU RELATING TO, ARISING OUT OF, OR RESULTING FROM, YOUR AGREEMENT(S), YOU AGREE THAT AT THE OFFICE'S OR AFFILIATES' ELECTION, THE OFFICE OR AFFILIATES SHALL HAVE THE RIGHT TO COMPEL NON-BINDING MEDIATION, BINDING ARBITRATION, OR THE COMBINATION THEREOF. ANY ARBITRATION ARISING UNDER THE TERMS OF THIS PARAGRAPH SHALL BE BEFORE ONE ARBITRATOR IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE AWARD OF THE ARBITRATOR SHALL BE FINAL AND BINDING UPON ALL PARTIES, AND JUDGMENT UPON THE AWARD MAY BE ENTERED BY THE OFFICE IN ANY COURT OR AGENCY OF COMPETENT JURISDICTION.
- **CLASS ACTION WAIVER.** WITHOUT LIMITING ANY TERM OF THE AGREEMENT(S), ANY LEGAL ACTION YOU MAY SEEK TO BRING SHALL TAKE PLACE ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS OR REPRESENTATIVE ACTION ("CLASS ACTION WAIVER"). THIS CLASS ACTION WAIVER PRECLUDES YOU FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING ANY CAUSE OF ACTION RELATING HERETO.
- **DUTY OF CONFIDENTIALITY.** TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT ALL MATTERS RELATING TO YOUR CONCERNS, INCLUDING WITHOUT LIMIT SPECIFIC COMMUNICATIONS WITH THE OFFICE AND PROSPECTIVE OR ACTUAL MEDIATION AND ARBITRATION PROCEEDINGS RELATING THERETO, SHALL BE KEPT STRICTLY CONFIDENTIAL BY YOU AND UNDER NO CIRCUMSTANCES MAY YOU DISCLOSE ANY SUCH COMMUNICATIONS OR PROSPECTIVE OR ACTUAL MEDIATION OR ARBITRATION PROCEEDINGS TO OTHER THIRD-PARTIES. NOTWITHSTANDING THE FOREGOING, NOTHING IN YOUR AGREEMENT(S) SHALL PRECLUDE YOU FROM SEEKING CONFIDENTIAL COUNSEL WITH ANY LEGAL OR FINANCIAL CONSULTANTS OR OTHER SIMILAR TYPES OF PROFESSIONALS REGARDING SUCH MATTERS.

● **AGREEMENT AS TO THE REASONABLENESS OF ALTERNATIVE DISPUTE RESOLUTION TERMS.** THE PARTIES HEREBY ACKNOWLEDGE THAT ON NOVEMBER 22, 2017, THE U.S. BUREAU OF CONSUMER FINANCIAL PROTECTION ISSUED A FINAL RULE, 12 CFR 55500, AFFIRMING THE REASONABLENESS OF MANDATORY ARBITRATION CLAUSES COMBINED WITH CLASS ACTION WAIVERS IN THE SIGNIFICANT ARENA OF FINANCIAL PROTECTION. THE PARTIES HEREBY AGREE THAT SUCH FINAL RULE CONCLUSIVELY SUPPORTS THE REASONABLENESS OF THE TERMS OF ALTERNATIVE DISPUTE RESOLUTION AS SET FORTH HEREIN, IRRESPECTIVE OF WHETHER THE RULE IS SUBSEQUENTLY LIMITED, MODIFIED, OR REPEALED. THE PARTIES TO THE AGREEMENT(S) FURTHER ACKNOWLEDGE THAT EACH TERM OF ALTERNATIVE DISPUTE RESOLUTION AS SET FORTH HEREIN IS MATERIAL AND ESSENTIAL AND IS NONSEVERABLE FROM YOUR AGREEMENT(S) TO RESOLVE DISPUTES AS SET FORTH HEREIN. ADDITIONALLY, WITHOUT LIMITING ANY OTHER TERM OF THE AGREEMENT(S), THE PARTIES AGREE THAT A WAIVER BY THE OFFICE OF ITS RIGHT TO HAVE DISPUTES RESOLVED AS SET FORTH HEREIN SHALL NOT CONSTITUTE A WAIVER OF THE CLASS ACTION WAIVER.

● **RESPONSIBILITY FOR MEDICO-LEGAL COSTS.** YOU SHALL BE RESPONSIBLE FOR ALL MEDICO-LEGAL COSTS AS SET FORTH IN THE TERMS OF THIS RESOURCE SUBSCRIPTION AGREEMENT RELATING TO THE FOREGOING MEDICO-LEGAL PROCESSES.

*By Signing and Dating below, I certify that I have viewed, read, and understand, and/or that I have had ample opportunity to view, read, and understand, the Terms of the Resource Subscription Agreement, populated with specific data and identifying information, together with Incorporated Terms; am acknowledging receipt of a copy thereof; am Agreeing to, Signing, Dating, and otherwise Executing and Affirming my Signatures, Signature Dates, and such Terms; and am attesting that all information provided or represented by me, and included herein, including without limit specific data and identifying information, is true and accurate to the best of my knowledge.*

Subscriber's Signature:

\_\_\_\_\_  
Subscriber's Name – [Subscriber's Name]

\_\_\_\_\_  
Date of Signature

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## SECTION – LICENSE RELATING TO RESOURCES INCLUDING W/O LIMIT SOFTWARE AND DOCUMENTS

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**ADDITIONAL DEFINITIONS.** “Applicable Proprietary Owner” and “Proprietary Owner” in the case of the following enumerated Resources means the Medico-Legal Development Group, LLC (WI): (1) Legal Notice (Form ID prefaced with the phrase, “HCE-ULN-\*\*\*\*”), (2) the Terms of Healthcare Services (Form ID prefaced with the phrase, “[Initial Provider of Service Code]-THS-[State]-[City]-\*\*\*\*” ), (3) Resource Subscription Agreement (Form ID prefaced with the phrase, “Resource Subscription Agreement -BPFS- \*\*\*\*”), (4) Software Applications which incorporate the foregoing Documents, and (5) Enumerated Trademarks and Service Marks expressly designated as such in the Legal Notice.

### **GENERAL LICENSE TERMS.**

● **General Summary of License Terms.** You may Utilize the Resources of Proprietary Owner, including without limit Software Applications and Documents, as reasonably necessary for their stated and intended purposes on behalf of, or for the benefit of, your own specific work or business activities at one specific, geographic location where You principally perform your work or business activities and where You are employed or contracted to perform such work or business activities. Consistent with the foregoing, You may access and use the hosted version of the Software Applications on any number of hardware devices. Notwithstanding the foregoing, except where otherwise expressly agreed to in writing with Proprietary Owner, You are not permitted to post and make available the Legal Notice of Proprietary Owner (1) except by means of visible hyperlinks placed in designated location(s) of one (1) designated Primary Website; (2) accompanied by appropriate disclaimer language which is approved by Proprietary Owner and which expressly recognizes trademarks of Proprietary Owner; (3) where the hyperlinks direct the user of the Primary Website to an official published version of the Legal Notice upon the prior approval of Proprietary Owner.

● **Non-Exclusive, Non-Transferrable Interest Only.** Except where otherwise expressly Agreed in writing to the contrary, in the event that You acquire license to Utilize specific Resources, Proprietary Owner grants You a limited, non-transferable, non-sublicensable, revocable license to Utilize those specific Resources, but only as expressly permitted in writing by Proprietary Owner.

● **No Right to Utilize the Resources of Proprietary Owner for Generating Direct Revenues or Profits from the Sale / Re-Sale or Licensing / Re-Licensing of Proprietary Owner’s Resources.** Without limiting the Terms of this Resource Subscription Agreement in any fashion, under no circumstances are You permitted to Utilize the Resources of Proprietary Owner for the purposes, or with the effect, of generating direct revenues or profits from the sale / re-sale or licensing / re-licensing of Proprietary Owner’s Resources.

● **No Right to Utilize Documents Outside of the Context of the Software Application or an Active Subscription to the Software Application.**

○ **No Right to Utilize Any of the Electronic Documents in a Paper-Based or Printed Context.** With the exception of the Document Section or sub-Documents entitled or relating to, “Affirmation of Electronic Signatures Form,” under no circumstances shall You be permitted to Utilize any of the Electronic Documents of the Proprietary Owner in the form of paper-based or printed documents. Notwithstanding the foregoing, in the event that Proprietary Owner publishes and makes available a particular Document initially for use primarily in printable format, the restriction against Utilizing the Document in a paper-based or printed fashion shall not apply to such Resource as long as such Resource is published by Proprietary Owner in such manner of publication or until further notice by Proprietary Owner, whichever occurs sooner.

○ **No Right to Utilize Any of the Documents in Any Other Third-Party Software Applications Other Than the Software Applications of Proprietary Owner.** Under no circumstances shall you be permitted to Utilize any of the Documents in, incorporated into, uploaded into, or digitally-reconstructed within, any other third-party software application other than the Software Applications of Proprietary Owner;

○ **No Right to Integrate the Software Applications with Any Third-Party Application Without the Express Written Authorization of Proprietary Owner.** Under no circumstances shall you be permitted to integrate the Software Applications of Proprietary Owner any other third-party software application except as expressly permitted in writing by Proprietary Owner;

○ **No Right to Utilize the Corporate Legal Notice in Any Fashion Following Rejection, Termination, Cancellation or Suspension of the Resource Subscription Agreement.** Except where otherwise expressly agreed to in writing with Proprietary Owner, upon the termination, cancellation or suspension of the Resource Subscription Agreement, You shall be required to immediately remove the Legal Notice from Your Primary Website(s), including without limit by means of removing hyperlinks to any official published version of the Legal Notice.

○ **No Right to Utilize the Terms of Healthcare Services as Templates Following Rejection, Termination, Cancellation or Suspension of the Resource Subscription Agreement.** Under no circumstances shall you be permitted to Utilize the Terms of Healthcare Services following rejection, termination, cancellation of the Resource Subscription Agreement. Notwithstanding the foregoing, both You and Your Customers (e.g. patients, parents, guardians, Etc.) shall have the right to Utilize Documents which were formally Executed and Agreed to by Your Customers as existing medico-legal records prior to the rejection, termination, cancellation or suspension of the Resource Subscription Agreement.

● **Maintenance, Support, Configuration, Training, and Customization Not Included or Implied by the Resource Subscription Agreement.** Unless otherwise expressly agreed to in writing, the Terms of the Resource Subscription do not include any right to customer or technical support, ongoing maintenance responsibilities, assistance in configuring the Software Applications, customizing the Software Applications as may be requested, or training by any means.

#### **YOUR BIOGRAPHICAL AND CUSTOMER DATA.**

- **Data Fully Owned by You.** All biographical and Customer data entered or inputted into the Software Application by You or Your Customers (e.g., patients, parents, guardians, Etc.) and dynamically-included in any Document(s) is fully owned by You.
- **One-Time Report of Data.** Unless otherwise provided by the Software Application as determined by the Company in its sole discretion, upon the entry of such data by You or Your Customers, the Software Application shall produce (1) a one-time report of such data to You promptly upon Your entry or inputting of such data, (2) which report shall be in the form of an email along with one or more attached Documents with such data dynamically-included. You understand and agree that as part of Your Subscription Agreement, with the exception of such one-time report, currently no continuous online access to Customer data is provided to Subscribers or to the Subscriber's Customers in the context of the Software Applications.
- **Requesting Subsequent Reports or Accountings of Uses and Disclosures of Data.** In the event You or a Customer of Yours wishes to obtain a subsequent copy or report of such data from the Company, whether such data is dynamically-included or not in one or more Documents, or You or a Customer of Yours requests an accounting of the uses and disclosures of such data, including without limit personal information, from the Company, You or the Customer of Yours must first submit a written request to the Company in the fashion set forth in the section of the Corporate Legal Notice relating to contacting our Company. Upon receipt of Your written request, consistent with the Terms of this Resource Subscription Agreement relating to Medico-Legal Processes and Costs, Company shall be entitled in its sole discretion to determine whether or not to create and provide an estimate of costs (herein, "Estimate") associated with fulfilling the request. At such time, You / Your Customer shall be financially responsible for submitting a non-refundable deposit towards the preparation of such Estimate. The amount of the non-refundable deposit shall be equal to the fee associated with one (1) hour of time spent by any individual employed by or contracted with the Company as defined in the Terms relating to Medico-Legal Processes and Costs. Upon submitting the Estimate to You or Your Customer as applicable, the Company shall be entitled to receive pre-payment of the Estimate amount as part of, and as a condition of, fulfilling the request.
- **The Company's Right to Aggregate Data.** The Company reserves the right to aggregate such data, and to use and disclose such aggregated data, to the extent permitted by law, the Terms of this Resource Subscription Agreement, or the Terms of the Corporate Legal Notice of the Company.

#### **INTELLECTUAL PROPERTY**

- **No Audio- or Video-Taping or Recording.** Agree that You will not audio-record or video-record any discussion or conversation with Proprietary Owner or relating to the Company's Resources of Proprietary Owner, or any Conference of the Proprietary Owner or other Resource of the Company, or to permit such recording by individuals or entities over whom you exercise management, employment, or contractual responsibilities.
- **Non-Disclosure of Resources of Proprietary Owner, Including without Limit Software Applications and Documents.** Without limiting the Terms of this Resource Subscription Agreement in any fashion, You Agree to keep such Resources, including login credentials and passwords, strictly confidential and under no condition at any time shall You disclose the Resources or copies thereof to other third-parties, except as may be reasonably necessary to Utilize the Resources for their stated and intended purposes on behalf of, or for the benefit of, your own specific work or business activities at one specific, geographic location where You principally perform your work or business activities and where You are employed or contracted to perform such work or business activities.
- **Copyrights and Trademarks.** ALL RESOURCES AS DEFINED IN THE CORPORATE LEGAL NOTICE ARE SUBJECT TO A COPYRIGHT © 2019-PRESENT BY APPLICABLE PROPRIETARY OWNER. ALL RIGHTS RESERVED. UNDER NO CIRCUMSTANCES MAY YOU ATTEMPT TO COPY OR INCORPORATE (IN THIS PARAGRAPH, "USE") ANY PART OF THE RESOURCES OF PROPRIETARY OWNER, INCLUDING WITHOUT LIMIT THE SOFTWARE APPLICATION(S), THIS DOCUMENT, OR ANY OTHER DOCUMENT, OF PROPRIETARY OWNER, EXCEPT AS EXPRESSLY AUTHORIZED IN WRITING BY THE PROPRIETARY OWNER. EXCEPT WHERE OTHERWISE PROVIDED OR INDICATED, SUCH AS IN OFFICIAL GOVERNMENT TRADEMARK FILINGS, ALL WORDS, PHRASES AND IMAGES APPEARING IN CONJUNCTION WITH A TRADEMARK / SERVICE MARK SYMBOL, REPRESENT THE MARKS OF APPLICABLE PROPRIETARY OWNER. ALL RIGHTS RESERVED.
- **Assignment of Copyrightable or Potentially-Patentable Subject Matter Which is Contributed, Provided, or Suggested by You Relating to the Resources of Proprietary Owner.**
  - The Parties Agree that You may from time to time during the term of this Agreement or thereafter create or contribute to the creation of copyrightable or potentially-patentable subject matter, either alone or with others, relating to the Resources of Proprietary Owner, and it is understood and agreed that such creative effort on Your part at all relevant times relating to such Resources, whether entailing fees paid by Proprietary Owner to You or simply contributed, provided, or suggested by You as part of mutually-beneficial, co-development, shall be construed as "work for hire," and all right, title, and interest in such subject matter shall be the sole and exclusive property of Proprietary Owner, including the right to register in the name of Proprietary Owner the copyrights and file for patents relating to such subject matter in the name of Proprietary Owner.

- You Agree that You shall communicate to Proprietary Owner promptly and fully relating to such matters and except where may be expressly agreed to in writing to the contrary, You hereby assign and transfer to Proprietary Owner at no cost to Proprietary Owner Your entire right, title, and interest in and to all such subject matter, whether or not considered patentable, made or conceived by You.
- You Agree to assist Proprietary Owner and its nominees in every proper way (with your out-of-pocket costs relating thereto being at Proprietary Owner's expense) to obtain for Proprietary Owner's own benefit patents and copyrights for such subject matter in any and all countries, said subject matter to be and remain the sole and exclusive property of Proprietary Owner, whether patented or not.
- You Agree to make and maintain adequate and current written records of all such inventions, in the form of notes, sketches, drawings or reports relating thereto, which records shall be and remain the property of and available to Proprietary Owner at all times.

● **Non-Compete.** You Agree that during the Resource Subscription Agreement , and for a period of five (5) years immediately following the end of the term of the Resource Subscription Agreement , You will not, on behalf of Yourself or any other individual(s) or organization(s) for whose benefit, or on whose behalf, you are now Utilizing, or in the future begin to Utilize, the Resources of the Proprietary Owner, engage in any business activity which competes with the Proprietary Owner relative to its Resources or which is competitive with or to the Proprietary Owner and its Resources , nor work for any individual(s) or organization(s) whose business activities compete with the Proprietary Owner relative to its Resources or which is competitive with the Proprietary Owner and its Resources.

● **Non-Solicitation.** During the term of this Resource Subscription Agreement , and for a period of two (2) years immediately thereafter, You agree not to solicit any employee, independent contractor, Affiliate, customer, referral source, or prospect of the Company on behalf of Yourself or any other individual(s) or organization(s) for whose benefit, or on whose behalf, you are now utilizing, or in the future begin to utilize, the Resources of the Company, nor shall You induce any employee or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company.

**LIQUIDATED DAMAGES FOR BREACH OF APPLICABLE PROPRIETARY OWNER'S COPYRIGHT, LICENSE, AND OTHER PROPRIETARY RESTRICTIONS OR INTERESTS.** IN THE EVENT THAT YOU USE A RESOURCE AS DEFINED IN THESE TERMS WITHOUT THE PRIOR WRITTEN APPROVAL OR AUTHORIZATION OF PROPRIETARY OWNER OR AS OTHERWISE PROVIDED IN THE DOCUMENT(S), YOU AGREE TO PAY TO PROPRIETARY OWNER, IN ADDITION TO ANY OTHER DAMAGES RELATING TO, CAUSED BY, OR ARISING FROM SUCH USE, LIQUIDATED DAMAGES IN THE AMOUNT OF \$100 PER DAY PER RESOURCE PER ENTITY WHICH BENEFITS THEREFROM, WHETHER SUCH ENTITY BENEFITS DIRECTLY OR INDIRECTLY FROM SUCH UNAUTHORIZED USE, COMMENCING ON THE DAY THAT THE UNAUTHORIZED USE FIRST AROSE. THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT THE SUMS PAYABLE AS LIQUIDATED DAMAGES ARE NOT PENALTIES. THE PARTIES FURTHER ACKNOWLEDGE THAT (1) THE AMOUNT OF LOSS OR DAMAGES LIKELY TO BE INCURRED BY PROPRIETARY OWNER RELATING TO THE UNAUTHORIZED USE IS EITHER INCAPABLE OR IS DIFFICULT TO PRECISELY ESTIMATE, AND (1) THE AMOUNT SPECIFIED IS NOT PLAINLY OR OVERTLY DISPROPORTIONATE TO THE PROBABLE LOSS LIKELY TO BE INCURRED BY APPLICABLE PROPRIETARY OWNER DUE TO THE UNAUTHORIZED USE. THE LIQUIDATED DAMAGES SHALL BE IMMEDIATELY DUE AND PAYABLE. NOTWITHSTANDING THE FOREGOING, (1) PROPRIETARY OWNER SHALL BE ENTITLED TO EXERCISE ALL OTHER RIGHTS AND REMEDIES AVAILABLE AT LAW OR IN EQUITY, (2) WITHOUT LIMITING THE TERMS OF YOUR AGREEMENT(S) IN ANY WAY, UNDER NO CIRCUMSTANCES SHALL PROPRIETARY OWNER BE LIABLE TO YOU FOR ANY DAMAGES IN THE EVENT THAT PROPRIETARY OWNER DIRECTS THE HOST OF THE RESOURCE WHICH IS SUBJECT TO UNAUTHORIZED USE TO REMOVE THE RESOURCE AS IN CONTRAVENTION TO THE TERMS, AND (3) THE AMOUNT OF LIQUIDATED DAMAGES SET FORTH HEREIN SHALL NOT IN ANY WAY LIMIT THE RIGHT OF PROPRIETARY OWNER TO PROVE DAMAGES SUBSTANTIALLY IN EXCESS OF THE LIQUIDATED DAMAGES AMOUNT.

*By Signing and Dating below, I certify that I have viewed, read, and understand, and/or that I have had ample opportunity to view, read, and understand, the Terms of the Resource Subscription Agreement, populated with specific data and identifying information, together with Incorporated Terms; am acknowledging receipt of a copy thereof; am Agreeing to, Signing, Dating, and otherwise Executing and Affirming my Signatures, Signature Dates, and such Terms; and am attesting that all information provided or represented by me, and included herein, including without limit specific data and identifying information, is true and accurate to the best of my knowledge.*

Subscriber's Signature:

\_\_\_\_\_  
**Subscriber's Name – [Subscriber's Name]**

\_\_\_\_\_  
**Date of Signature**

**SECTION – FINANCIAL POLICY**

**ADDITIONAL DEFINITIONS.** In addition to the definitions of phrases provided elsewhere, the following phrases shall have the following meaning. "Financial Policy" shall refer to the terms of this Section.

**PURPOSE OF THIS SECTION.** The purpose of this Section, inter alia, is to guarantee and provide a method of payment to the Company for the Resources purchased and/or elected under this Agreement. I authorize the Company to charge the accounts on a one-time basis and if applicable on a periodic basis, as elected by me, in the amount(s) selected or indicated in the course of Agreeing to this Subscription Agreement.

**PERSONAL RESPONSIBILITY FOR MY CHARGES.** I understand that I remain personally responsible for my Charges and that at any time, I can request a copy of my total Charges from Accounts Servicing Center. Except where provided otherwise by law or by contract, I Agree to pay the full amount of my Charges to Accounts Servicing Center promptly upon its demand. I Agree that any delay by Accounts Servicing Center in making demand for payment, any delay in paying the full amount of my Charges, and any partial payments made towards my Charges, shall not constitute Acceptance of any installment payment plan, shall not constitute a waiver of Accounts Servicing Center's right to receive payment-in-full promptly upon demand, and shall not constitute an "accord and satisfaction" of my Charges, regardless of any such terms or restrictions indicated on, or included with, any payments.

**CHARGES AND BENEFITS SUBJECT TO CHANGE; NO REFUNDS.** Without limiting the Terms in any fashion, I understand that all Terms, including without limit Charges of the Company and benefits associated with this Resource Subscription Agreement, are subject to change at any time and that such changes could include changes to such Charges as adopted by the Company during the term of this Agreement. Unless expressly agreed otherwise in writing, I understand that any payments or and deposits by me to the Company are non-refundable.

**DRAFTS TO MY ACCOUNT(S) INCLUDING WITHOUT LIMIT DRAFTS TO MY DEBIT CARD OR CREDIT CARD AND AUTOMATED CLEARING HOUSE (ACH) DRAFTS; CANCELLATIONS OF THE RESOURCE SUBSCRIPTION BY SUBSCRIBER.** In drafting any accounts for the Resources specified in this Agreement, unless otherwise expressly provided in this Agreement or as elected by Subscriber in the context of the Software Application(s), the Company shall debit the accounts in the following sequence or order of priority: First by Bank Draft, next by drafting the Primary Credit Card on file, next by drafting the Alternative Credit Card. With respect to any periodically-recurring portion of any Charge or deposit, I agree to the following terms: (1) I authorize the Company to begin debiting my accounts thereafter once per month or applicable period within 3 days of either the 1st or the 15th day of the month, at the Company's election and at the rates or amounts elected by me as part of my Subscription Agreement; (2) I agree to maintain at all times sufficient available credit on the accounts I provide to facilitate debiting pursuant to this Agreement. If for any reason the Company is unable to draft an account, I will work with the Company to facilitate the debiting process and if necessary, will immediately provide alternative account information for debiting purposes; (3) except where provided otherwise to the contrary, this authorization will remain in effect until the earlier of the following events: (a) any authorized signor listed on the account notifies the relevant financial institution in writing that the draft is no longer desired, allowing the institution reasonable time to act upon such notice, or (b) I submit a request to cancel the draft to the Company either through the Software Application(s), or in writing through certified mail, at least fourteen (14) days prior to the next draft. In the event that I notify the financial institution or the Company of my desire to stop or cancel the draft as stated herein, the financial institution and the Company shall be held harmless respectively for any failure to stop the draft. Should the monthly draft be discontinued or cancelled, the entire amount of any unpaid balance of any fee shall become immediately due and payable to the Company; and (4) I understand that if corrections in the debit amount are necessary, it may involve an adjustment (credit or debit) to the account. If an erroneous debit entry is charged against the account, any authorized signor shall have the right to have the amount of the entry credited by the financial institution, provided that the signor gives the financial institution written notice in a timely fashion identifying the entry, stating that it was in error, and requesting credit back to the account. For the purposes of this Section, "timely" shall be the earlier of the following: (1) 15 calendar days following the date on which a statement of account is received, or (2) 45 calendar days from the date written notice of such entry is received.

**MEDICO-LEGAL COSTS.** Patient Agrees to be financially responsible for other Medico-Legal Costs as set forth under these Terms including without limit the Terms of this Section and the Section entitled or relating to, "General Provisions."

*By Signing and Dating below, I certify that I have viewed, read, and understand, and/or that I have had ample opportunity to view, read, and understand, the Terms of the Resource Subscription Agreement, populated with specific data and identifying information, together with Incorporated Terms; am acknowledging receipt of a copy thereof; am Agreeing to, Signing, Dating, and otherwise Executing and Affirming my Signatures, Signature Dates, and such Terms; and am attesting that all information provided or represented by me, and included herein, including without limit specific data and identifying information, is true and accurate to the best of my knowledge.*

Subscriber's Signature:

Subscriber's Name – [Subscriber's Name]

Date of Signature

**SECTION – ELECTRONIC SIGNATURES AND FORMS**

**I, THE BELOW-SIGNED, HEREBY AGREE THAT ANY ELECTRONIC AGREEMENT OR ELECTRONIC AGREEMENT PROCESS OF MINE WITH THE COMPANY, PAST OR FUTURE (INCLUDING WITHOUT LIMIT ANY ELECTRONIC SIGNATURE OR SYMBOL, ELECTRONIC DATE OF SIGNATURE, OR OTHER LIKE ELECTRONIC AGREEMENT PROCESS), WHETHER EXECUTED ON MY BEHALF OR BEHALF OF ANOTHER, SHALL HAVE THE SAME LEGAL VALIDITY AND ENFORCEABILITY AS A MANUALLY-EXECUTED SIGNATURE AND DATE APPLIED BY ME TO ANY TYPE OF PAPER-BASED OR HARD-COPY DOCUMENT AS PROVIDED BY FEDERAL OR STATE LAWS RELATING TO ELECTRONIC AGREEMENTS, AND I HEREBY WAIVE ANY OBJECTION OR DEFENSE TO THE CONTRARY.**

**ADDITIONAL DEFINITIONS; ELECTRONIC AGREEMENT PROCESS DEFINED; EXECUTION IN COUNTERPARTS.** In addition to the definitions of phrases provided elsewhere, the following phrases shall have the following meaning. "Resource Subscription Agreement" means any Section, part, counterpart, or Document expressly denoted as such, or which is identified by, or denoted with, the Form ID referenced above. The phrases, "Office," "Applicable Office," "Company," "Adopting Company," "Applicable Proprietary Owner" and "Proprietary Owner" whether appearing in the singular or plural, shall have the same meaning as set forth in the Section entitled or relating to, "General Provisions." "Document" and "Document(s)" shall mean any type of written or electronic content maintained or utilized by the Company including without limit legal, medical, and clinic forms, policies, notices, contracts, records, reports, requests, authorizations, directives and other types of written or electronic content. The phrases, "Document" and "Document(s)," further include without limit the terms of this Resource Subscription Agreement, Terms of Healthcare Services (Utilized or to be Utilized by Subscriber), the terms of the Corporate Legal Notice, and "Child," "Parent," and "Independent" Documents as set forth therein, whether such Document(s) are executed on your behalf or behalf of another as authorized by law or contract. "Agreement Process" and "Completing the Agreement Process" (also, "Authenticate," "Approve," "Accept," "Agree," "Consent," "Assent," "Sign," and "Execute"), shall mean the applicable process, whether electronic or paper-based, whereby You intend to Agree to one or more Document(s) of the Company. Such Processes include without limit representations by You, both written and verbal, as well as actions by You, which suggest or indicate that You have viewed, read, and understand, and/or that You have had ample opportunity to view, read, and understand, the applicable Document(s) and are thereby Acknowledging receipt of a copy of, as well as Agreeing to, Signing, Dating, and otherwise Executing and Affirming Your Signatures, Signature Dates, and such Document(s). Such Process may include without limit the affirmative act of checking a checkbox or pressing a button associated with text, "I Agree," "Opt In," or other similar text based on the context of the Process (expressed either in the affirmative or negative, whether encrypted or not, and whether conspicuously proximate to the current date or not) ("Affirmative Act of Executing"). Such Process may also include without limit the Utilization of a Resource of Adopting Company, or continued Utilization of such Resource. By Completing the Agreement Process, You Agree that the applicable Affirmative Act of Executing shall serve as Your Signature and Signature Date provided on the current date for purposes of any Federal or State law which expressly and specifically requires a "signature" in any instance where it is combined with any hardware, software, data, information, or other similar Resource which (1) only You are reasonably likely to either know or have access to, or (2) otherwise reasonably validates Your identity. Such Affirmative Act of Executing shall serve as Your Signature and Signature Date irrespective of the method by which the Affirmative Act of Executing is recorded or documented, whether electronically or by paper. Any Document(s) of the Company may be Executed in any number of counterparts, each of which shall be deemed to be an original with respect to any Party who has Executed such Document(s), all of which shall together constitute one and the same instrument. If Executed in multiple counterparts, such Document(s) shall become binding when any counterpart or counterparts, individually or taken together, have been Executed by the Party or Parties referenced below. Furthermore, You Agree that any particular method of Consenting to Document(s) presented or made available or accessible to You as part of the Agreement Process, including without limit a single Signature and Date written, provided, and/or Affirmed by You in the applicable field(s), may be automatically extended and applied through electronic means to any and all such Document(s) simultaneously and separately, and that each automatic application of the applicable method (e.g., your Signature and Signature Date) to any such Document(s) shall be deemed to be an original and binding form of Consent to such Document(s). No Document(s) which expressly require the written Approval of the Company shall be effective with respect to such Party until such written Approval is granted as evidenced by the Signature and Signature Date, electronic or handwritten, of a representative authorized to Sign and Date such Document(s) on behalf of such entity.

By Signing below in the field denoted as "Subscriber," You represent that You (i) are not a minor under applicable law, (ii) are duly authorized to Sign the Document(s) as defined herein, and (iii) are hereby Signing such Document(s) on Your behalf. You Agree to be financially responsible for any Charges relating to this Resource Subscription Agreement .

*By Signing and Dating below, I certify that I have viewed, read, and understand, and/or that I have had ample opportunity to view, read, and understand, the Terms of the Resource Subscription Agreement, populated with specific data and identifying information, together with Incorporated Terms; am acknowledging receipt of a copy thereof; am Agreeing to, Signing, Dating, and otherwise Executing and Affirming my Signatures, Signature Dates, and such Terms; and am attesting that all information provided or represented by me, and included herein, including without limit specific data and identifying information, is true and accurate to the best of my knowledge.*

Subscriber's Signature:

Subscriber's Name – [Subscriber's Name]

Date of Signature