

Terms of Use

Last updated: October 10, 2022

I. Introduction and Eligibility

Please read these Terms of Use carefully before using the RateFast Services (as defined in Section II).

The Terms of Use include RateFast's [Privacy Policy](#), which is incorporated by reference into the Terms of Use.

By using the Services, you are agreeing to be bound by the Terms of Use. RateFast may change the Terms of Use at any time. Each time you use the Services you should review the current Terms of Use.

Binding Agreement. These Terms of Use constitute a binding agreement between you and Alchemy Logic Systems Inc. and its affiliates and subsidiaries ("RateFast," "we," "us"). "You," "you," and "users" shall mean any individual, corporation or other entity or organization which uses RateFast Services. You accept these Terms of Use by clicking the "I AGREE" checkbox when you sign up for a RateFast account, when using our website at Rate-Fast.com, and each time you access or use RateFast Services thereafter. If you do not accept these Terms of Use, you must not use the RateFast Services.

In addition to these Terms of Use, the terms of any separate written agreement with RateFast shall also govern our relationship.

Access to the RateFast Content (as defined in Section VII) is provided solely to facilitate access to RateFast Services. Subject to compliance with these Terms of Use and any written agreement that you may have with RateFast ("Your Agreement"), your access to the RateFast Services and the RateFast Content is on a limited, non-exclusive, non-transferable basis only during the term of Your Agreement.

Revisions to Terms of Use. We may revise these Terms of Use at any time by posting an updated version to this web page. You should visit this page periodically to review the most current Terms of Use because you are bound by them when you use the RateFast Services as well as when you visit our website. Your continued use of the RateFast Services after a change to these Terms of Use constitutes your binding acceptance of the current Terms of Use.

The terms "post" and "posting" as used in these Terms of Use shall mean the act of submitting, uploading, publishing, displaying, or similar action with regards to the RateFast Services.

"Health-related information" means all individually identifiable health information, including demographic information and information related to an individual's physical or mental health, the provision of health care to the individual, or the individual's payment for the provision of health care.

"Health service provider" means an entity that provides health-related services.

II. RateFast Services

"RateFast Services" are defined as any computer or mobile application or software under RateFast's control, whether partial or otherwise, in connection with RateFast providing the services to a user, including any website or application owned or controlled by RateFast. The RateFast Services include but are not limited to, providing a system to offer impairment rating services, report creation services, and storing health-related information to make it available to users.

Medical Advice. RateFast does not give medical advice. RateFast Services may provide helpful information to assist you in medical decision-making. The information and materials available through the RateFast Services are for informational and educational purposes only and are not intended to constitute professional advice, diagnosis or treatment, or to substitute for your professional judgment. You assume full risk and responsibility for the use of information you obtain from or through the RateFast Services. You will be solely responsible for the professional and technical services you provide. In addition, we do not recommend or endorse any provider of health care or health-related products, items, or services. Your relationship with your patients and clients is between you and the patient or client. The patient will never have a physician-patient relationship with RateFast. RateFast does not practice medicine or any other licensed profession and offers no medical or other professional services.

Legal Advice. RateFast does not provide legal advice. While RateFast Services may assist you in evaluating a workers' compensation claim, RateFast Services are for informational and educational purposes only and are not intended to constitute professional legal advice. You do not have an attorney-client relationship with RateFast, RateFast does not practice law, and offers no legal services.

Third-Party Services. Your use of the RateFast Services may include the use of certain third party software and services or allow you to access additional software and services offered by third parties. Your use of such software or services may require that you enter into separate subscription, licensing, and/or business associate agreements with such third-party vendors and suppliers. You agree: (i) to comply with and, upon request, execute such agreements as may be required for the use of such software or services; (ii) that RateFast may disclose individually identifiable health-related information to these third-parties on your behalf.

Steven Siemers Dispute Resolution, LLC provides consulting services to ALS. Such services do not or are they intended to constitute legal advice or influence a specific legal outcome. You should contact an attorney to obtain legal advice from counsel concerning your specific claim or case. Use of, and access to, this website or use of RateFast do not create an attorney-client relationship between the reader or user and consultants or their respective employers. The consulting services By Steven Siemers Dispute Resolution, LLC, provide legal information that is factual, generic and does not address any particular individual's claim or case.

No Third-Party Access. Except as required by law and described below, you will not permit any unauthorized third party to have access to the RateFast Services using your account. While you may allow your agents or employees to use the RateFast Services on your behalf in compliance with these Terms of Use, you are solely responsible for the use of the RateFast Services by your agents or employees. We have no liability for the consequences to you, your agents or your employees from their use or misuse of RateFast Services.

Indemnification. You agree to indemnify and hold RateFast harmless for any access to or use of RateFast Services by any agent or employee. You agree that you are responsible for ensuring that health-related information is properly protected under applicable law.

Individuals' Consent for Data Collection and Use. You represent and warrant that you have obtained the proper consents, authorizations, and releases from individuals to the fullest extent required by applicable law before posting or submitting their health-related information to RateFast while using RateFast Services.

Exporting Information from RateFast. You are solely responsible for any health-related information exported from RateFast while you are using RateFast Services. You represent and warrant that you will

export and subsequently use protected health information only as permitted by HIPAA and applicable federal and state law.

Transferring Information into RateFast. You may be able to transfer information from your or third-party data sources into RateFast. You represent and warrant that you have all necessary patient authorizations for such data transfers and that such data transfers will comply with HIPAA and other applicable federal and state law.

Training and Compliance. You agree to train all agents and employees on the use of RateFast Services, HIPAA and other applicable privacy obligations, and the requirements of these Terms of Use and ensure that they comply with such requirements.

Compulsory Information Disclosure. You will promptly notify us of any order or demand for compulsory disclosure of health-related information if the disclosure requires access to or use of RateFast Services. You will cooperate fully with us in connection with any such demand.

Data Retention. You are responsible for complying with all state and federal laws related to retention of medical data and records, patient access and amendment to information, and patient s to release data.

III. Protected Health Information Practices

You agree that our practices with respect to protected health information which are governed by the Health Insurance Portability and Accountability Act of 1996, and any amendments and regulations promulgated therefrom (“HIPAA”). By agreeing to the Terms of Use, you also agree to RateFast’s Business Associate Agreement, [available here](#) and incorporated by reference into the Terms of Use.

You agree to use the RateFast Services only as permitted by HIPAA, the 21st Century Cures Act, and other applicable state and federal data privacy laws.

As part of our internal compliance control, to the extent RateFast uses third party business processing outsourcing vendors in connection with our provision of the RateFast Services, we reserve the right to conduct an audit of their operations in our discretion.

Patient-Collected Data. For the avoidance of doubt, both you, each end-user of yours, and Alchemy Logic Systems Inc. shall have rights to use the Patient-Collected Data. As used herein, the “Patient-Collected Data” shall mean the PHI (defined below) that is collected in connection with your use of RateFast Services. In the event that a patient requests their Patient-Collected Data from RateFast, RateFast shall use its reasonable efforts to provide the Patient-Collected Data to such patient. As used herein, “PHI” shall mean individually identifiable health information, as that term is defined in 45 C.F.R. § 160.103.

Physician-Created Data. Nothing in these Terms of Use shall prohibit RateFast from using the aggregated, non-personally identifiable data created, compiled, analyzed or otherwise collected by RateFast during the use of RateFast Services or RateFast Content (“Physician Data”). Additionally, RateFast shall have the right to either provide such Physician Data to any third parties.

Automatically Collected Data. We may collect certain information automatically when you use RateFast Services, such as your internet protocol (IP) address, device and advertising identifiers, browser type, operating system, internet service provider, webpages that you visit before and after using RateFast Services, information about the links you click and webpages you view within RateFast’s website, and other standard server log information. We may also collect certain location information when you use

RateFast Services, such as your computer's IP address, your mobile device's GPS signal, or information about nearby WiFi access points and cell towers.

We may use cookies, pixel tags, local shared objects, and similar technologies to automatically collect this information. Cookies are small bits of information that are stored by your computer's web browser. Pixel tags are very small images or small pieces of data embedded in images, also known as "web beacons" or "clear GIFs," that can recognize cookies, the time and date a page is viewed, a description of the page where the pixel tag is placed, and similar information from your computer or device. Local shared objects (sometimes referred to as "Flash Cookies") are similar to standard cookies except that they can be larger and are downloaded to a computer or mobile device by the Adobe Flash media player. By using RateFast Services, you consent to our use of cookies and similar technologies.

We may also collect technical data to address and fix technical problems and improve our RateFast Services, including the memory state of your device when a system or app crash occurs while using RateFast Services. Your device or browser settings may permit you to control the collection of this technical data. This data may include parts of a document you were using when a problem occurred, or the contents of your communications. By using RateFast Services, you are consenting to the collection of this technical data.

IV. Service Access, Account Creation and Secure Credentials

You agree that if you create an account and use RateFast Services on behalf of a corporation or other entity, including but not limited to a health service provider, insurance carrier, or law office, that you have the necessary legal authority and capacity to do so as an authorized agent of that entity. Such entity shall be the primary account holder. You agree that you have the authority to bind the entity in legal agreements and contracts. Your use of RateFast Services shall bind such entity to the Terms of Use. By using the Sites (as defined in VIII below) you must agree to comply with all laws, medical or other board rules (including, without limitation, all state licensing rules and regulations), or other rules and regulations applicable to you or such entity as a healthcare provider, insurance carrier, attorney, or other professional using the Sites.

Due Authority. You represents and warrant that on a continuing basis through the Contract Term of Your Agreement or during the use of RateFast Services that: (i) you have the requisite corporate power and authority to execute and perform its obligations under the Term of Use and Your Agreement; (ii) the person executing Your Agreement or using the RateFast on your behalf has the authority to bind you and that such person's execution of Your Agreement is not in violation of your bylaws, certificate of incorporation or other comparable document; (iii) the execution of Your Agreement or acceptance of the Terms of Use does not constitute a material breach of any covenants or agreements by which you or any of your assets are bound; and (iv) neither you nor any of your agents or personnel to your knowledge (A) have been convicted of any crime arising from claims or other transactions, financial relationships, or financial dealings in connection with health care or insurance, or (B) have been excluded from any federal or state health care program.

Owner of Account and Health-Related Information. You represent and warrant that the primary account holder (i.e., a health service provider, insurance carrier, or attorney) holds the legal rights to the RateFast account and the right to the information posted to RateFast.

Accurate Account Information. You represent and warrant that the information you provide to RateFast upon registration and at all other times will be true, accurate, current, and complete. You also represent and warrant that you will ensure that this information is kept accurate and up-to-date at all times.

Verification. You agree that we may take steps to verify your identity and credentials at any time. You agree that we may use and disclose information, including “Confidential Information,” about you for such purposes, including making inquiry of third parties concerning your identity and professional and practice credentials. You authorize such third parties to disclose to us such information as we may request for such purposes, and you agree to hold them and us harmless from any claim or liability arising from the request for or disclosure of such information. You agree that we may terminate your account and your access to RateFast Services at any time if we are unable at any time to determine or verify your qualifications or credentials.

Protecting Your Log-In Credentials. As a registered user, you will have log-in information, including a username and password. Your account is personal to the primary account holder, and you may not share your account and log-in information with, or allow access to your account by, any third party. As you will be responsible for all activity that occurs under your account and access credentials, you should take care to preserve the confidentiality of your username and password, and any device that you use to access RateFast Services. Your access to the Site may be revoked by RateFast at any time with or without cause. You agree to defend, indemnify and hold RateFast harmless from and against all third party claims, damages and expenses (including reasonable attorney’s fees) against or incurred by RateFast arising out of your breach of these Terms of Use or violation of applicable law, your use or access of the Sites, or access by anyone accessing the Site using your username and password.

Notification in Case of Breach. You agree to notify us immediately of any breach in the secrecy of your log-in information. If you have any reason to believe that your account information has been compromised or that your account has been accessed by an unauthorized party, you agree to immediately notify RateFast support. You will be solely responsible for the losses incurred by RateFast and others (including patients or claimants) due to any unauthorized use of your account that takes place prior to notifying RateFast that your account has been compromised.

Additional Use Terms. You agree to access RateFast Services and RateFast Content only: (i) through your Authorized Users (defined below) acting within the scope of their service for you; (ii) protocols through applications and communication channels agreed upon and authorized by RateFast; (iii) for your internal use; and (iv) from and within the United States. RateFast Services are not intended to be used outside of the United States. RateFast makes no representations and warranties that the RateFast Services comply with applicable law in your jurisdiction. In the event that you use RateFast Services outside of the United States, you acknowledge and understand that you are solely responsible for any and all legal consequences for violating applicable laws within your jurisdiction and that you waive all claims against RateFast.

As used herein, “Authorized Users” shall mean those users (i) who are designated by you on the RateFast Services control screens and who are your employees or agents, and (ii) who have been granted access to RateFast Services and/or RateFast Content by you in your exercise of reasonable discretion relating to the receipt of RateFast Services and/or RateFast Content hereunder by you, and (iii) from whom you have obtained reasonable assurances that they will comply with the access, use and confidentiality terms in these Terms of Use and Your Agreement.

You shall ensure that each Authorized User complies with these Terms of Use and Your Agreement as well as applicable law. You shall terminate any Authorized User’s access to RateFast Services or the RateFast Content: (i) when such person no longer meets the definition of “Authorized User”; (ii) if conduct by such Authorized User breaches any term of these Terms of Use and Your Agreement; or (iii) upon such Authorized User’s indictment, arrest, or conviction of any crime related to claims or other

transactions, financial relationships, or financial dealings in connection with health care, and you shall immediately inform RateFast in writing of any such indictment, arrest, or conviction. You are responsible for all acts and omissions of any Authorized User in connection with such Authorized User's access and use of RateFast Services. RateFast may restrict, suspend, or terminate an Authorized User's access to RateFast Services or RateFast Content if RateFast determines in its sole discretion that such access has an adverse effect on RateFast.

Violations of system or network security may result in civil or criminal liability. RateFast will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Sites or any activity being conducted on the Sites.

Except as expressly permitted under these Terms of Use, you shall cause Your Authorized Users not to: (i) access or use the RateFast Services or the RateFast Content in connection with the provision of any services to third parties; (ii) resell, rent, license, lease, provide service bureau or timeshare services, transfer, encumber, copy, distribute, publish, exhibit, transmit or otherwise make available to any third party any RateFast Content or RateFast Services; (iii) derive specifications from, reverse engineer, reverse compile, disassemble, translate, record, or create derivative works based on RateFast Services or RateFast Content; (iv) use RateFast Services or RateFast Content in a manner that delays, impairs, or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software, or system input or output, including but not limited to introduction of any viruses or malware into RateFast Services; (v) enter data in the Sites that is threatening, harmful, lewd, offensive, defamatory, or that injures or infringes the rights of others; (vi) apply systems to extract or modify information in RateFast Services or the Sites using technology or methods such as those commonly referred to as "web scraping," "data scraping," or "screen scraping" or other automated means of any kind to access or copy data on the Sites, deep-link to any feature or content on the Sites, bypass measures we may use to prevent or restrict access to the Sites; (vii) use RateFast Services or RateFast Content or any part or aspect thereof for any unlawful purpose or to mislead or harass anyone; or (viii) use RateFast Services or RateFast Content except as specifically permitted under these Terms of Use. Use of or access to RateFast Services or RateFast Content not in accordance with these Terms of Use or Your Agreement is strictly prohibited. Any violation will cause RateFast irreparable and immediate harm, and you agree that RateFast is entitled to injunctive relief to prevent such violation.

Third Party Browser Extensions. Extensions are small software programs, developed by third parties, that can modify and enhance the functionality of your browser. Extensions may have privileges, including the ability to read, record and/or modify your private data, including PHI. These extensions are installed by individual users into the browser on their computers and are utilized at users' own risk. Further, such extensions are not affiliated with RateFast and RateFast does not have visibility into which extensions any user may use. RateFast assumes no risk of loss of data or breach of such data due to your use of browser extensions. RateFast makes no representations whatsoever about any other website that you may access through its Sites. When you access a non-RateFast site, please understand that it is independent of RateFast, and that RateFast has no control over the content on that website. In addition, a link to a non-RateFast website does not mean that RateFast endorses or accepts any responsibility for the content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of malware and other items of a destructive nature. If you decide to access any of the third party sites linked to the Sites, you do this entirely at your own risk.

Prior to using RateFast Services, if you have one (or more) of these extensions enabled in your browsers, RateFast recommends completely removing all of these extensions immediately as disabling the extensions may not be sufficient to protect your PHI. We recommend that you only access the RateFast Services from supported browsers that have all plugins and extensions removed.

Further, installing any third-party software on your operating system may also subject you to the same risks as using browser extensions. RateFast assumes no risk of loss of data or breach of such data due to your use of browser extensions. RateFast has no liability to you due to damages caused by any third-party software, including, without limitations, browser extensions.

V. Communications

RateFast may communicate with you by email or by posting notice on the RateFast website. You may request that we provide notice of security breaches in writing.

You agree to receive texts, phone calls, and/or email from us at the phone numbers and email addresses you provided to us for informational and customer service-related purposes.

Electronic Notices. By using RateFast Services or providing personal information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of RateFast Services. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on RateFast Services or sending a text or email to you. You may have a legal right to receive this notice in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please contact us.

VI. RateFast's Content Ownership and Use

RateFast owns all of the content we create, but you may use it while you use RateFast Services. You cannot use our logo without our written permission.

The contents of RateFast Services include: RateFast websites, RateFast Services, RateFast materials, RateFast Services descriptions, proprietary methods, templates, spreadsheets, databases and other electronic tools created or owned by RateFast, including all data and information included in or entered into RateFast Services that RateFast compiles, sorts, integrates, normalizes, analyzes, maps, stores, processes, selectively aggregates and/or combines with multiple disparate data sources, for comparison, benchmarking or other similar and lawful purposes, as well as edits, improvements, additions, modifications, interfaces, and derivative works prepared from or relating to any of the foregoing, and any and all tangible and intangible works of authorship, copyrights, patents, trademarks, trade secrets and trade dress, and all intellectual property rights in any of the foregoing (collectively, "RateFast Content"). All RateFast Content and the compilation (meaning the collection, arrangement, and assembly) of all RateFast Content are the property of RateFast or its licensors and are protected under copyright, trademark, and other laws

License to You. We authorize you, subject to these Terms of Use, to access and use RateFast Services and RateFast Content solely for the use of RateFast Services, at our discretion. Any other use is expressly prohibited. This license is revocable at any time without notice and with or without cause. Unauthorized use of RateFast Content may violate copyright, trademark, and applicable communications regulations and statutes and is strictly prohibited. You must preserve all copyright, trademarks, service marks, and other proprietary notices contained in the original RateFast Content on any copy you make of RateFast Content.

RateFast Marks. RateFast, the RateFast logo, and other RateFast logos and product and service names are or may be trademarks of Alchemy Logic Systems Inc. (the “RateFast Marks”). Without our prior written permission, and except as solely enabled by any link as provided by us, you agree not to display or use in any manner RateFast Marks.

VII. RateFast Websites.

All pages within RateFast’s websites and applications (the “Sites”) and any material made available by RateFast for download are the property of RateFast, or its licensors or suppliers, as applicable. The Sites are protected by the United States and international copyright and trademark laws. The contents of the Sites, including without limitation the files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through the Sites may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized or approved in writing by RateFast. You may not frame or utilize framing techniques to enclose, or deep linking to, any name, trademarks, service marks, logo, RateFast Content or other proprietary information (including; images, text, page layout, or form) of RateFast without our express written consent.

User Agreements and Other Content. If you submit, upload or post any agreements, contracts, consents, notices, advice, recommendations, comments, files, videos, images or other materials to us or our Sites (“User Content”), you agree not to provide any User Content that (1) is defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets or intellectual property rights of any person or entity, or (3) contains or transmits a virus or any other harmful component. The user is solely responsible for obtaining all necessary agreements and consents from and providing all required notices to, patients and other consumers. You agree not to contact other users through unsolicited e-mail, telephone calls, mailings or any other method of communication. You represent and warrant to RateFast that you have the legal right and authorization to upload all User Content on the Sites. RateFast is and shall be under no obligation (1) to maintain any User Content in confidence; (2) to pay to you or anyone else any compensation for any User Content; or (3) to respond to any User Content.

RateFast does not regularly review User Content but does reserve the right (but not the obligation) to monitor and edit or remove any User Content submitted to the Sites. You grant RateFast the right to use the name that you submit in connection with any User Content. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any User Content. You are and shall remain solely responsible for the content of any User Content you post to the Sites or provide to patients or other consumers. RateFast and its affiliates take no responsibility and assume no liability for any User Content submitted by you or any third party.

Indemnification. You agree to defend, indemnify and hold RateFast harmless from and against all third party claims, damages, and expenses (including reasonable attorneys’ fees) against or incurred by RateFast arising out of any User Content you post or allow to be posted to the Sites.

Sites Access, Security and Restrictions. You are prohibited from violating or attempting to violate the security of the Sites, including, without limitation, (a) accessing data not intended for your use or logging onto a server or an account which you are not authorized to access; or (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper

authorization; or (c) accessing or using the Site or any portion thereof without authorization, in violation of these Terms of Use or violation of applicable law.

If you are under 18 years of age, you may not access the Sites or use RateFast Services.

Shared Security Responsibilities. The RateFast Sites and services are meant to help transmit sensitive data. We have done our best to protect sensitive data in our hands but you are also a part of the solution. You agree to: use a strong password; do not share your login credentials; update your systems regularly; install and use anti-virus and firewall software; transmit sensitive information using secure agreed-upon methods; and do not use RateFast Sites or RateFast Services in a public place.

Individual Accounts and Abuse. In some instances, we may offer a free service as a benefit to the community. When you let other people share your account, delete your account and sign up again to get another 30 free days, or have your whole employee base on a free plan, you are taking advantage of RateFast Services. If we think you are doing this, we may warn you. If you do not respond or change behavior, we will delete your account and prevent you from using our Sites and RateFast Services again. If you have more than one (1) person, employee, or independent contractor in your organization that has accounts with us, you must be on an upgraded plan.

Termination of Account by the User. If you desire to terminate your account, you must contact RateFast support and verify your identity before your account can be terminated. RateFast will not delete your account by virtue of your email alone.

Accuracy and Integration of Information. Although RateFast attempts to ensure the integrity and accuracy of the Sites and the content on the Sites, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Sites and content thereon. It is possible that the Sites could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions, and alterations could be made to the Site by third parties. In the event that a potential inaccuracy arises, please inform RateFast so that it can be reviewed and corrected if necessary. Information contained on the Sites may be changed or updated without notice. Additionally, RateFast shall have no responsibility or liability for information or content posted to the Sites from any non-RateFast affiliated third party.

VII. Confidential Information

"Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include the content you post to the RateFast Services, not including personal and health-related information; RateFast Confidential Information shall include RateFast Services, customer feedback, and information relating to the performance, reliability, or stability of the RateFast Services, operation of the RateFast Services, know-how, techniques, processes, ideas, algorithms, and software design and architecture; and Confidential Information of each party shall include business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

Protection of Confidential Information. The Receiving Party shall (i) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms of Use, and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

IX. Intellectual Property Rights and Your License to Use

You, or the people who allow you to use their content, own all of the content you create using RateFast Services. However, we may use it for any purpose, including in our marketing materials. We may also modify your content to make it work better on RateFast Services.

It is very important that you have permission to use other people's content or they may be able to sue you for violating their legal rights.

RateFast Claims No Ownership. RateFast Services may provide you with the ability to create, post, or share User Content. RateFast claims no ownership over your User Content. You or a third party licensor, as appropriate, retain all copyright, patent, and trademark rights to any of the content you post on or submit through RateFast Sites. You are responsible for protecting those rights. You also acknowledge and agree that your User Content is non-confidential and non-proprietary.

RateFast's Use of Posted Content on the RateFast Services. By creating, posting, or sharing your User Content on or through RateFast Services, and subject to RateFast's Privacy Policy, you grant RateFast a perpetual, world-wide, non-exclusive, non-transferable, royalty-free license to use, modify, remove, publish, transmit, or display your User Content for any purpose, including for the purpose of promoting RateFast and its services. You waive any rights you may have regarding your User Content being altered or manipulated in any way that may be objectionable to you. RateFast reserves the right to refuse to accept, post, display, or transmit any User Content in its sole discretion.

You Acquire No Ownership of Others' Content. You understand and agree that you will not obtain, as a result of your use of RateFast Services, any right, title, or interest in or to such content delivered via RateFast Services or in any intellectual property rights (including, without limitation, any copyrights, patents, trademarks, trade secrets, or other rights) in the content.

You Must Have Rights to the Content You Post. You represent and warrant that: (i) you own the content posted by you on or submit through RateFast Services or otherwise have the right to grant the license set forth in these Terms of Use, (ii) the posting and use of your User Content on or through RateFast Services does not violate the privacy rights, publicity rights, copyrights, contract rights,

intellectual property rights, or any other rights of any person, and (iii) the posting of your User Content on RateFast Services does not result in a breach of contract between you and a third party. You agree to pay for all royalties, fees, and any other monies owing any person by reason of content you post on or through RateFast Services. RateFast Services contain content from users and other RateFast licensors. Except as provided within these Terms of Use, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through RateFast Services.

X. Copyright Policy

Let us know if you think a user has violated your copyright using RateFast Services, or if you think someone incorrectly reported that you violated his or her copyright.

We disclaim any responsibility or liability for copyrighted materials posted on the Sites. If you believe that your work has been copied in a manner that constitutes copyright infringement, please follow the procedures set forth below.

RateFast respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act of 1998 (the “DMCA”), which provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law, we will respond promptly to notices of alleged infringement that are reported to RateFast’s designated copyright agent, identified below.

If you believe in good faith that materials posted on the RateFast Services infringe your copyright, you (or your agent) may send RateFast a “Notification of Claimed Infringement” requesting that the material be removed, or access to it blocked. The notice must comply with the following requirements:

- Identify the copyrighted works that you claim have been infringed;
- Identify the material or link you claim is infringing (or the subject of infringing activity) and that access to which is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Sites where such material may be found;
- Provide your mailing address, telephone number, and, if available, email address;
- Include both of the following statements in the body of the Notice: “I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).” “I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”
- Provide your full legal name and your electronic or physical signature; and
- Deliver this Notice, with all items completed, to:

RateFast

Attention: Designated Copyright Agent
2360 Mendocino Ave, Ste A2-325
Santa Rosa, CA 95403

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send RateFast a counter-notice.

Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. Consult your legal advisor and see 17 U.S.C. Section 512 before filing a notice or counter-notice as there are penalties for false claims under the DMCA.

XI. Suggestions and Submissions

RateFast appreciates hearing from its users and welcomes your comments regarding RateFast Services. Please be advised, however, that RateFast does not accept or consider creative ideas, suggestions, inventions, or materials (“creative ideas”) other than those which we have specifically requested. While RateFast values your feedback on our services, clinical workflows, templates or other feedback with respect to RateFast Services or RateFast Content (collectively, “Feedback”), please be specific in your comments and do not submit creative ideas. If, despite this request, you send RateFast creative ideas, RateFast shall:

1. own, exclusively, all now known or later discovered rights to the Feedback;
2. not be subject to any obligation of confidentiality and shall not be liable for any use or disclosure of any Feedback; and
3. be entitled to unrestricted use of the Feedback for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.

For the avoidance of doubt, you shall, and hereby do, hereby irrevocably assign to RateFast your entire right, title and interest in and to the Feedback without restriction.

XII. User Content Disclaimers, Limitations, and Prohibitions

We do not represent or guarantee the truthfulness, accuracy, or reliability of content, posted by users, User Content. You accept that any reliance on material posted by other users, vendors, or suppliers will be at your own risk. By using RateFast Services you accept the risk that you might be exposed to content that is objectionable or otherwise inappropriate.

You are solely responsible for your User Content on RateFast Services. RateFast does not endorse any, nor is it responsible for, User Content on RateFast Sites. You assume all risks associated with your User Content, including anyone’s reliance on its quality, accuracy, or reliability. You may expose yourself to liability if, for example, your User Content contains material that is false, intentionally misleading, or defamatory; violates third-party rights; or contains material that is unlawful or advocates the violation of any law or regulation.

You agree to use RateFast Services only for its intended purpose and in an authorized manner. You must use RateFast Services in compliance with all privacy, data protection, intellectual property, and other applicable laws. The following uses of RateFast Services are prohibited. You may not:

1. attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorized access to RateFast Services, user accounts, or the technology and equipment supporting RateFast Services;
2. frame or link to RateFast Services without permission;
3. use data mining, robots, or other data gathering devices on or through RateFast Services, unless specifically allowed by these Terms of Use;
4. post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity;
5. disclose personal information about another person or harass, abuse, or post objectionable material;

6. sell, transfer, or assign any of your rights to use RateFast Services to a third party without our express written consent;
7. post advertising or marketing links or content, except as specifically allowed by these Terms of Use;
8. use RateFast Services in an illegal way or to commit an illegal act in relation to RateFast Services or that otherwise results in fines, penalties, and other liability to RateFast or others; or
9. access RateFast Services from a jurisdiction where it is illegal or unauthorized.

XIII. Consequences of Violating These Terms of Use

We reserve the right to suspend or terminate your account and prevent access to RateFast Services for any reason, at our discretion. We reserve the right to refuse to provide RateFast Services to you in the future.

We may review and remove any User Content at any time for any reason, including for activity which, in our sole judgment: violates these Terms of Use; violates applicable laws, rules, or regulations; is abusive, disruptive, offensive or illegal; or violates the rights of, or harms or threatens the safety of, users of RateFast Services.

You are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by or arising out of your breach of these Terms of Use and your use of RateFast Services.

XIV. RateFast's Limited Liability

Changes to RateFast Services. We may change, suspend, or discontinue any aspect of RateFast Services at any time, including hours of operation or availability of RateFast Services or any feature, without notice or liability.

User Disputes. We are not responsible for any disputes or disagreements between you and any third party with whom you interact using RateFast Services. We are also not responsible for disputes or disagreements between you and any patient with or for whom you have used the RateFast Services. You assume all risk associated with dealing with third parties. You agree to resolve disputes directly with the other party. You release RateFast of all claims, demands, and damages in disputes among users of RateFast Services. You also agree not to involve us in such disputes. Use caution and common sense when using RateFast Services.

Content Accuracy. We make no representations about accuracy, reliability, completeness, or timeliness of any contents of RateFast Services, including health-related information. Similarly, we make no representations about accuracy, reliability, completeness, or timeliness of any data from third-party vendors or suppliers, such as data resulting from the speech-to-text or optical character recognition functionality, or the quality or nature of third-party products or services obtained through the RateFast Services. Use RateFast Services at your own risk.

We make no promises and disclaim all liability of specific results from the use of RateFast Services.

Released Parties Defined. "Released Parties" includes RateFast, Alchemy Logic Systems Inc. and our affiliates, officers, employees, agents, partners, and licensors.

A. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF RATEFAST SERVICES IS AT YOUR SOLE RISK, AND RATEFAST SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE RELEASED PARTIES EXPRESSLY DISCLAIM

ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR (INCLUDING ANY AND ALL THIRD PARTY) SERVICES OFFERED BY BUSINESSES LISTED BY RATEFAST, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE NO WARRANTY THAT (I) RATEFAST SERVICES WILL MEET YOUR REQUIREMENTS, (II) RATEFAST SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF RATEFAST SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY GOODS OR SERVICE AVAILABLE FROM WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED; AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF RATEFAST SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

B. LIMITATION OF LIABILITY AND INDEMNIFICATION

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE TO YOU OR YOUR PATIENTS, CLIENTS OR CUSOTMERS FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF RATEFAST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE RATEFAST SERVICES OR RATEFAST CONTENT; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF RATEFAST SERVICES OR YOUR USE OF RATEFAST CONTENT; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY ON RATEFAST SITES; (V) YOUR RELIANCE ON CONTENT MADE AVAILABLE BY US; OR (VI) ANY OTHER MATTER RELATING TO RATEFAST SERVICES, RATEFAST CONTENT, ANY THIRD PARTY SOFTWARE OR SERVICES, OR YOUR USE OF BROWSER EXTENSIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT POSSIBLE BY LAW, OUR MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH RATEFAST SERVICES OR YOUR USE OF RATEFAST CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED \$100.

You agree to defend, indemnify, and hold harmless the Released Parties from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) your use of or reliance on any third-party content, (ii) your use of or reliance on any RateFast Content or the use of RateFast Services, (iii) any activity on RateFast Sites under your log-in credentials, or (iv) your breach of these Terms of Use. We shall provide notice to you promptly of any such claim, suit, or proceeding.

XVI. Arbitration, Class Waiver, and Waiver of Jury Trial

We are located in California, so all disputes must be resolved in California. We will use arbitration to resolve any problems, and you cannot join a class action lawsuit or obtain a jury trial for any disputes you have with us related to your use of RateFast Services.

These Terms of Use and the relationship between you and RateFast shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and RateFast agree to submit to the personal and exclusive arbitration of any disputes relating to your use of RateFast Services under the rules of the American Arbitration Association. Any such arbitration, to the extent necessary, shall be conducted in Sonoma County in the State of California. You covenant not to sue or bring any other legal action against RateFast in any other forum.

You also acknowledge and understand that, with respect to any dispute with the Released Parties arising out of or relating to your use of RateFast Services, these Terms of Use or any other agreement with RateFast:

- YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY;
- YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE; AND
- YOU MUST FILE ANY CLAIM WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE OR IT IS FOREVER BARRED.

XVII. Chargebacks; Debt Collections

RateFast Services may integrate with a third-party payment processor(s) (each, a “Payment Processor”) that process third party credit card payments on your behalf through your RateFast account (the “Payments”). If a chargeback occurs with respect to any Payments processed on your behalf (a “Chargeback”), then you agree that, as between you and RateFast, you will be solely responsible for the amount of the disputed Payment and any additional fees or penalties which are charged by the Payment Processor (collectively, the “Chargeback Amount”). RateFast will use reasonable efforts to notify you if a Payment Processor notifies RateFast that a Chargeback has occurred, and you agree to assist RateFast as necessary to investigate and resolve the Chargeback. In the event that a Chargeback occurs and RateFast pays any Chargeback Amounts to the Payment Processor that is attributable to Payments processed on your behalf, you further agree to pay to RateFast any Chargeback Amount associated with such Chargeback, and hereby authorize RateFast to charge the balance of such Chargeback Amount to your default payment method, plus a service fee equal to the greater of (x) \$15 or (y) such amount that is charged by any third party and/or any other financial institution(s) (the “Service Fee(s)”). If a Chargeback is resolved in your favor and the Payment Processor gives RateFast a credit for some or all of the Chargeback Amount, then RateFast shall refund to you such credited amounts. The Service Fee is non-refundable. In the event that you request a refund of any Payments, you will be responsible for any and all credit card or third party processing fees. For the avoidance of doubt, such credit card and/or third party processing fees shall not be refundable to you if you request a refund of any Payments. In the event that: (i) a chargeback dispute is resolved in your favor, RateFast reserves the right to terminate Your Agreement (and suspend your use of RateFast Services) at any time following prior written notice to you; and (ii) if you remain in default of your payment obligations under Your Agreement, then we may engage a third-party debt collector to seek recovery of any such past due amounts.

XVIII. General Terms; Other Legal Provisions; No SPIFF; Force Majeure.

These Terms of Use, along with Your Agreement, and any policies applicable to you posted on the RateFast website, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. The section titles and annotations in these Terms of Use are for convenience only and have no legal or contractual effect. You acknowledge and agree not offer any form of bonus income, plans, promotions, or any other form of additional incentives ("SPIFFs") directly to RateFast's employees, consultants, affiliates or subcontractors. Instead, you must direct all proposed SPIFFs directly to RateFast. RateFast shall then work with you and decide whether or not to implement the SPIFFs. To the fullest extent permitted under applicable law, RateFast will be excused from performance under these Terms of Use and Your Agreement for any period that it is prevented from or delayed in performing any obligations pursuant to these Terms, in whole or in part, as a result of a Force Majeure Event. For purposes of these Terms of Use and Your Agreement, "Force Majeure Event" means an event or series of events caused by or resulting from any of the following: (a) weather conditions or other elements of nature or acts of God, including pandemics or epidemics; (b) acts of war, acts of terrorism, insurrection, riots, civil disorders or rebellion; (c) quarantines or embargoes, (d) labor strikes; (e) telecommunications, network, computer, server or internet disruption or downtime; (f) unauthorized access to RateFast's information technology systems by third parties; or (g) other causes beyond the reasonable control of RateFast.

XIX. Contact Information

If you have any questions about these Terms of Use or the RateFast Services, please [visit our website to contact us.](#)

Sincerely,

The RateFast Team

Alchemy Logic Systems Inc. dba RateFast

2360 Mendocino Ave, Ste A2-325, Santa Rosa, CA 95403