

PATIENT IMAGE EXCHANGE TERMS OF USE

Last updated: March 1, 2022

Patient Image Exchange LLC and/or its affiliated entities (collectively, “**Patient Image Exchange**,” “**we**,” “**us**” or “**our**”) makes its services and this website, mobile application, platform, and other websites that display these terms (collectively, the “**Services**”) available to you (“**Customer**”, “**you**”, or “**your**”) for your use subject to the terms and conditions in this Terms of Use Agreement (the “**Agreement**”).

By accessing or using the Services in any way, you agree to be bound by this Agreement. If you do not accept any of the terms of this Agreement and/or you do not meet or comply with its provisions, you may not use the Services. The disclaimers, terms, and conditions in this Agreement are of general application and may be supplemented by additional policies, procedures, disclaimers, guidelines, rules, terms, and conditions of specific application that we disclose.

THE SERVICES ARE NOT DESIGNED TO PROVIDE MEDICAL ADVICE OR FACILITATE MEDICAL EMERGENCIES. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING YOUR HEALTH. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE OBTAINED THROUGH THE SERVICES. IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY. DO NOT RELY ON ELECTRONIC COMMUNICATIONS OR COMMUNICATION THROUGH THE SERVICES FOR IMMEDIATE, URGENT MEDICAL NEEDS.

IMPORTANT NOTICE: YOUR USE OF THE SERVICES IS SUBJECT TO AN ARBITRATION PROVISION IN SECTION 8 OF THIS AGREEMENT, REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. PLEASE CAREFULLY REVIEW SECTION 8 OF THIS AGREEMENT FOR MORE INFORMATION.

1. GENERALLY

1.1. Ownership of Patient Image Exchange Materials. The Services, our systems, our databases, and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any technical or functional descriptions, requirements, plans, specifications, or reports, that are provided or used by Patient Image Exchange or any subcontractor engaged by Patient Image Exchange in connection with the Services or otherwise comprise or relate to the Services, the designs of each of the foregoing, and any and all intellectual property rights in the foregoing (collectively, the “**Patient Image Exchange Materials**”) shall at all times remain the exclusive property of Patient Image Exchange and its third-party licensors. Any third-party software included in the Services is licensed subject to the additional terms of the applicable third-party license.

1.2. Grant of License. On the condition that you comply with all your obligations under this Agreement, and subject to additional terms of any third-party licenses applicable to third-party software included in the Services, we hereby grant to you a limited, revocable, non-exclusive, non-transferable, right to access and use the Services solely for your personal purposes. We reserve all rights not otherwise expressly granted by this Agreement. If you do not comply with this Agreement, we reserve the right to revoke any license granted in this Agreement and limit your access to the Services. Any use of the Services that exceeds the rights expressly granted in this Agreement is strictly prohibited and constitutes a violation of this Agreement, which may result in the termination of your right to access and use the Services. You are not acquiring any rights in or to the Patient Image Exchange Materials other than a non-exclusive right to access and use the Services solely in accordance with the term of this Agreement.

1.3. Modification. We may discontinue or alter any aspect of the Services, restrict the time the Services is available, and restrict the amount of use permitted at our sole discretion and without prior notice or liability to you. We may also install bug fixes, updates, patches, and other upgrades to the Services without prior notice or liability to you. Your only remedy is to discontinue using the Services if you do not want a modification we make to the Services.

1.4. Removal of Access. Your access to the Services is provided on a temporary basis with no guarantee for future availability. You agree that we may immediately suspend or terminate your access to the Services or any part thereof. Cause for such measures include, without limitation: (1) breach or violation of this Agreement or other incorporated agreements or guidelines; (2) discontinuance or material modification to the Services; (3) unexpected technical or security issues or problems; (4) extended periods of inactivity; or (5) your engagement

in fraudulent or illegal activities. You further agree that such measures may be taken in our sole discretion and without liability to you or any third party.

1.5. Defects and Availability. We use commercially reasonable efforts to maintain the Services, but we are not responsible for any defects or failures associated with the Services, any part thereof, any Feedback you provide, or any damages (such as consequential or indirect damages) that may result from any such defects or failures. The Services may be inaccessible or inoperable for any reason, including, without limitation: (1) equipment malfunctions; (2) periodic maintenance procedures or repairs which we may undertake from time to time; or (3) causes beyond our reasonable control or which we could not reasonably foresee. You understand that the Services are provided over the Internet, so the quality and availability of the Services may be affected by factors outside of our control. The Services are not intended to be available 100% of the time and we do not make any representations, warranties, or guarantees regarding the reliability or availability of the Services. We do not represent, warrant, or guarantee that the Services will always be completely free of human or technological errors. We will not be liable to you or any third party for damages or losses related to the Services being unavailable.

1.6. Restrictions. You may not: (1) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party any portion of the Services in any way; (2) copy, modify, adapt, alter, translate, create derivative works, reverse engineer, decompile, disassemble, or otherwise attempt to learn the source code, structure, or ideas upon which the Services are based; (3) use the Services or Patient Image Exchange IP to develop a competing service or product; (4) use any device, software, or routine intended to damage or otherwise interfere with the proper functioning of the Services, servers, or networks connected to the Services or take any other action that interferes with any other person's use of the Services; (5) decrypt, transfer, create Internet links to the Services, or "frame" or "mirror" the Services on any other server or wireless or Internet-based device; (6) use or merge the Services or any component thereof with other software, databases, or services not provided or approved by us; (7) circumvent or attempt to circumvent any electronic protection measures in place to regulate or control access to the Services; (8) use the Services for unlawful purposes; (9) develop, distribute, or sell any software or other functionality capable of launching, being launched from, or otherwise integrated with the Services; (10) use any bot, spider, or other automatic or manual device or process for the purpose of harvesting or compiling information on the Services for any reason; (11) access or attempt to access any other user's account; (12) use any Patient Image Exchange IP made available through the Services in any manner that misappropriates any trade secret or infringes any copyright, trademark, patent, rights of publicity, or other proprietary right of any party; (13) introduce into the Services any virus, rogue program, Trojan horse, worm or other malicious or intentionally destructive code, software routines, or equipment components designed to permit unauthorized access to or disable, erase, or otherwise harm the Services, or perform any such actions; (14) introduce into the Services any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of an unauthorized person; (15) delete, modify, hack, or attempt to change or alter the Services, Patient Image Exchange Content, or notices on the Services; (16) connect to or access any Patient Image Exchange computer system or network other than the Services; or (17) impersonate any other person or entity to use or gain access to the Services. We reserve the right to investigate and prosecute violations of any of the above to the fullest extent of the law. We may involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement.

2. CONTENT AND MATERIALS ON THE SERVICES

2.1. Patient Image Exchange Content. The Services may include or provide access to information, software, photos, videos, text, graphics, music, sounds, and other material or information provided by us or third parties (collectively, the "**Patient Image Exchange Content**") that are protected by copyrights, patents, trademarks, trade secrets, or other intellectual property laws. You understand and agree that these rights in any Patient Image Exchange Content are valid and protected in all forms, media, and technologies existing now or developed in the future. You may not obscure or remove any proprietary rights notices contained in or on the Patient Image Exchange Content.

2.2. User Content. The Services may allow you to upload, download, store, or transmit user-generated data or information, including personal information such as your name, photo, or contact details ("**User Content**"). By submitting User Content to the Services or by interacting with the Services through social media platforms (such as, for example, using a promoted hashtag), you grant Patient Image Exchange a nonexclusive, worldwide, royalty-free, assignable, sublicensable, perpetual right and license to use, copy, and display User Content in

connection with Patient Image Exchange's operation of the Services. You further grant Patient Image Exchange a nonexclusive, perpetual, assignable, sublicensable, worldwide, royalty-free right and license to use, copy, display, reproduce, modify, edit, adapt, publish, translate, display, distribute, sell, transfer, sublicense, create derivative works of, and compilations incorporating, User Content to provide benchmarking, performance improvement, marketing and advertising, and other lawful purposes in connection with the operation of Patient Image Exchange's business, including without limitation as it relates to the design, manufacture, distribution, sale and/or promotion of any goods and/or services branded under any intellectual property owned by Patient Image Exchange. YOU AGREE THAT YOU WILL ONLY SUBMIT THE INFORMATION NEEDED FOR US TO PROVIDE OUR SERVICES. YOU FURTHER AGREE THAT YOU WILL EVALUATE AND BEAR ALL RISK RELATED TO THE USE OF, OR ANY ACTIVITIES ASSOCIATED WITH, USER CONTENT THAT YOU POST OR PROVIDE THROUGH THE SERVICES. THE RESULTS OF ANY ACTIONS YOU TAKE BASED ON USER CONTENT, PATIENT IMAGE EXCHANGE CONTENT, OR OTHER CONTENT YOU FIND ON THE SERVICES IS SOLELY YOUR RESPONSIBILITY. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE IN ANY WAY FOR USER CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE TRANSMISSION OF ANY OF USER CONTENT THROUGH THE SERVICES.

2.3. User Content Restrictions. You may not upload, post, or transmit any User Content that: (1) would violate or infringe the proprietary, privacy, publicity, or intellectual property rights of Patient Image Exchange or any third party; (2) is obscene, defamatory, threatening, harassing, abusive, libelous, hateful, or harmful to any other person or entity; (3) violates any applicable law, statute, ordinance, or regulation; (4) puts in jeopardy the security of your account, Patient Image Exchange, or the Services; or (5) promotes or displays any of the following content: (a) pornography; (b) violence; (c) racial intolerance or advocacy against any individual, group, or organization; (d) profanity; (e) hacking or cracking; (f) illicit drugs and drug paraphernalia; (g) sale of alcohol, tobacco, or tobacco-related products; or (h) the sale of weapons or ammunition. We reserve the right, but have no obligation, to pre-screen, review, flag, filter, modify, refuse, and remove any and all User Content. We cannot and do not assume any responsibility for your use or misuse of Patient Image Exchange Content, User Content, or any other information transmitted, monitored, stored, or received while using the Services. We reserve the right to amend or delete any Patient Image Exchange Content (along with the right to terminate or restrict use of or access to the Services) that in our sole discretion violates any of the above. By providing User Content via the Services, you further understand and agree that you do so at your own risk and that we are not responsible for the damage or loss of any such User Content. You agree that we are not liable for any legal violation caused by your use or misuse of Patient Image Exchange Content or other information transmitted, monitored, stored, or received while using the Services.

2.4. Feedback. We welcome your comments, feedback, information, or materials regarding the Services or any of the Products (collectively, "**Feedback**"). Your Feedback will become our property upon your submission to us. By submitting your Feedback to us, you agree to assign, and hereby irrevocably assign to us, all right, title, and interest in and to the Feedback and all copyrights and other intellectual property rights embodied in such Feedback on a worldwide basis. We will be free to use, copy, distribute, publish and modify your Feedback on an unrestricted basis, without compensation to you. Moreover, you hereby assign or waive, as the case may be, any moral rights that you may have in or to the Feedback.

2.5. Links; Third Party Materials. The Services may include links to other websites, resources on the Internet, or utilize the services or content of our Partners or other third parties (collectively, "**Third Party Materials**"). Because we have no control over Third Party Materials or the administration of Third Party Materials by the third parties that provide them, you acknowledge and agree that we are not responsible for the availability of such materials, and we do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such Third Party Materials, or for any privacy or other practices of the third parties operating those website or providing such materials. You further acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, in connection with, resulting from your use of or reliance on any such Third Party Materials. We strongly encourage you to review any separate terms of use and privacy policies governing use of these third party websites and Third Party Materials.

2.6. Ownership of Intellectual Property. Patient Image Exchange or its licensors exclusively own all right, title and interest in and to the Services, the Patient Image Exchange Materials, the Patient Image Exchange Content, and Feedback, including but not limited to, all ideas, inventions, inferences, discoveries, source and object software

code, developments, derivative works, enhancements, upgrades, fixes and patches, formats and processes, and all images, trademarks, service marks, logos and icons displayed or related therein or thereto (collectively, “**Patient Image Exchange IP**”). Except as expressly provided herein, you have no right, license, or authorization with respect to any of the Patient Image Exchange IP. You shall not assert any claims to the contrary or otherwise do anything inconsistent with the allocation of ownership herein, including, but not limited to, challenging the validity of the authorizations or any intellectual property rights granted herein. In the event you are ever deemed to be the owner of any of the Patient Image Exchange IP, you shall immediately take all necessary steps to evidence, transfer, perfect, vest, or confirm Patient Image Exchange’s right, title and interest in the Patient Image Exchange IP. Patient Image Exchange is not transferring or granting to you any right, title, or interest in or to (or granting you any license or other permissions in or to) any Patient Image Exchange IP. The sole exception of the foregoing reservation of rights is the limited, non-exclusive, and non-transferable authorization explicitly granted in Section 1.2, and which shall automatically terminate upon expiration or termination of this Agreement. Any unauthorized use of any Patient Image Exchange IP, whether owned by us or other parties, may violate copyright laws, trademark laws, privacy and publicity laws and communications regulations and statutes. Trademarks owned by third parties are the property of those respective third parties.

3. ACCOUNTS

3.1. Registration. Access to certain features on the Services may require you to be registered with us via a Patient Image Exchange-generated registration form. This form will require you to provide certain requested information, including personal information. Upon successful completion of this form, you will be provided with an account and login information including a username and password to successfully complete the registration process. You are the only person authorized to access and use your account. For more information about our collection of personal data about you in connection with account registration on the Services, please review our Privacy Policy.

3.2. Unauthorized Use and Information Changes. You must immediately notify us if your registration information changes, or you learn of or have reason to suspect any unauthorized use of your account or any other breach of security. You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your username and password. You also agree that you will provide truthful and accurate information during the registration process. We may refuse to grant you a particular username for any reason, including, without limitation, if we have reason to believe that such username impersonates someone else, is protected by trademark or other proprietary rights, or is vulgar or otherwise offensive.

3.3. Storing Credentials. The Services may allow you to store your login credentials in your web browser so that you can be automatically logged in each time you access the Services. If someone else has access to your computer or web browser, the automatic login feature will allow that person to have access to your account. You are responsible for any damages to Patient Image Exchange or the Services resulting from unauthorized access to the Services from your account and we will have no liability to you or any third party for damages or loss related to such unauthorized access or use.

4. COMMUNICATIONS

4.1. Mobile Use. Your contract with your mobile network provider (“**Mobile Provider**”) will continue to apply when accessing or using the Services on your mobile, handheld device. You understand that your Mobile Provider may charge you fees for your use of its network connection while accessing or using the Services, for data downloading, e-mail, text messages, for roaming, and other Mobile Provider or third-party charges. YOU ACCEPT RESPONSIBILITY FOR ALL MOBILE PROVIDER FEES.

4.2. Communications. If you provide a mobile phone number or an email address, you agree that Patient Image Exchange may send you promotional or informational content through text (SMS) messages or emails (collectively, “**Communications**”), including, as applicable, through the use of automated dialer or artificial voice technology. Standard message and data rates may apply. You acknowledge and agree that you are not required to consent to receiving promotional Communications as a condition for using the Services or receiving any other products or services from us. If you wish to opt out of receiving text messages, you may text “STOP” from the mobile, handheld device used to receive Communications; if you wish to opt out of receiving emails, please follow the instructions included at the bottom of the email. If you otherwise need assistance in opting out, please contact us as [HERE](#).

5. REPRESENTATIONS

5.1. General Representations. You hereby represent and warrant that: (1) you (a) are over the age of 18; and (b) have the power and authority to enter into and perform your obligations under this Agreement; (2) all information provided by you to us is truthful, accurate and complete; (3) you will comply with the terms and conditions of this Agreement and any other agreement to which you are subject that is related to your use of the Services, your Feedback, or any part thereof; (4) if applicable, you have provided and will maintain accurate and complete information with us, including, without limitation, your legal name, email address, and any other information we may reasonably require; (5) your access to and use of the Services or any part thereof will not constitute a breach or violation of any other agreement, contract, terms of use or any law or regulation to which you are subject; (6) you will immediately notify us in the event that you learn or suspect that the contact information you provided to us has been disclosed or otherwise made known to any other person; (7) you will not use the Services in order to gain competitive intelligence about us, the Services, or any product or service offered via the Services or to otherwise compete with us; and (8) your User Content does not violate the rights of any third party, including, without limitation, the intellectual property, privacy or publicity rights of any third party.

5.2. Systems Representations. You represent that you shall, at all times during the term, procure, set up, maintain, and operate in good repair, at your sole cost and expense, all equipment, resources, technology, or systems, including computer hardware and equipment, any Internet access, third party software, and telecommunications services necessary for you to access and use the Services (collectively, the “**Customer Systems**”). You further represent that in connection with your Customer Systems, you shall employ all physical, administrative, and technical controls, screening and security procedures, and other safeguards necessary to securely administer the distribution and use of the Services and protect against any unauthorized access to or use of the Services.

5.3. Feedback Representations. In the event you provide any Feedback via the Services, you hereby make the following additional representations and warranties to us: (1) you are owner of such Feedback or otherwise have the right to grant us the licenses or assignments granted pursuant to this Agreement; (2) you have secured any and all consents necessary to provide the Feedback and to grant the foregoing licenses or assignments; (3) the Feedback does not violate the rights of any third party, including, without limitation, the intellectual property, privacy or publicity rights of any third party, and such Feedback does not contain any personally identifiable information about third parties in violation of such parties’ rights; (4) the use of any Feedback will not result in harm or personal injury to any third party; and (5) all factual information contained in the Feedback is true and accurate.

6. DISCLAIMERS OF WARRANTY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES IS PROVIDED “AS IS” AND “AS AVAILABLE,” AND AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WITHOUT LIMITATION, WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT USE OF THE FOREGOING WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE FOREGOING OR ANY INFORMATION OR CONTENT FOUND ON THE SERVICES WILL BE ACCURATE OR RELIABLE, THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE SERVICES WILL BE CORRECTED, THAT THE SERVICES AND ANY CONTENT OR INFORMATION FOUND ON THE SERVICES WILL BE VIRUS-FREE, OR THAT THE QUALITY OF ANY INFORMATION, CONTENT, OR OTHER MATERIALS OBTAINED THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS.

ANY CONTENT OR OTHER MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU THROUGH THE SERVICES OR ANY PRODUCT WILL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

7. INDEMNITY; LIMITATION OF LIABILITY

7.1. Indemnity. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS PATIENT IMAGE EXCHANGE, OUR OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, PARTNERS, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, DEMANDS, OR EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS AND EXPENSES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH: (A) YOUR USE OF THE SERVICES, (B) YOUR VIOLATION OF THIS AGREEMENT, (C) ANY USER CONTENT YOU PROVIDE THROUGH THE SERVICES, (D) YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF ANY THIRD PARTY, AND (E) YOUR NEGLIGENCE OR WILLFUL MISCONDUCT.

7.2. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL PATIENT IMAGE EXCHANGE BE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICES. IF YOU ARE DISSATISFIED WITH THE SERVICES, OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES. IN ANY EVENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR THE USE OF ANY OR ALL PARTS OF THE SERVICES IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00 USD).

7.3. For California Residents. IF YOU ARE A CALIFORNIA RESIDENT OR COULD OTHERWISE CLAIM THE PROTECTIONS OF CALIFORNIA LAW, YOU FURTHER EXPRESSLY WAIVE THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND YOU HEREBY EXPRESSLY WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS UNDER THAT SECTION AND ANY LAW OF ANY JURISDICTION OF SIMILAR EFFECT WITH RESPECT TO YOUR RELEASE OF ANY CLAIMS YOU MAY HAVE AGAINST PATIENT IMAGE EXCHANGE.

8. DISPUTE RESOLUTION AND GOVERNING LAW, JURISDICTION AND COSTS

8.1. Governing Law. This Agreement will be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Missouri without reference to its conflicts or choice of law principles. Any arbitration or court proceeding will take place in Kansas City, Missouri, and you hereby consent to the exclusive jurisdiction and venue of the state or federal courts in Kansas City, Missouri. You irrevocably submit and consent to the personal jurisdiction of such courts.

8.2. Dispute Resolution. To the extent feasible, the parties desire to resolve any dispute, claim or controversy arising out of or relating to your use of or access to the Services or Patient Image Exchange Materials, this Agreement or the breach, termination, enforcement, interpretation, or validity of this Agreement, including the determination of the scope or applicability of this agreement to arbitration (a "**Dispute**") through discussions and negotiations between each other. The parties agree to attempt to resolve any Disputes by negotiation with the other party (by phone, electronic correspondence, or written correspondence). If we are not able to resolve any Dispute ourselves, you and Patient Image Exchange agree to resolve such Dispute through confidential binding arbitration as set forth below.

8.3. Binding Arbitration. If you and Patient Image Exchange are unable to resolve a Dispute through informal negotiations, either you or Patient Image Exchange may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("**AAA Consumer Rules**") both of which are available at the AAA website www.adr.org. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents,

by phone or online. The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement you and Patient Image Exchange may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

8.4. Waiver of Rights. You hereby agree that you understand the consequences of agreeing to binding arbitration under this Section, including giving up any constitutional rights to have the Dispute determined by a court of law or by a jury and any right that you may have under Article 13 of the State Bar Act to have a trial de novo by a court after nonbinding arbitration of a dispute concerning fees or costs; that discovery of information in arbitration may be limited; and that the arbitration decision will be final and binding, except to the limited extent that judicial review might be available. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.

9. MISCELLANEOUS

9.1. Term. This Agreement is effective upon your acceptance and will continue in full force until terminated by you or us. You may terminate this Agreement at any time by immediately discontinuing all access to the Services. Termination or cancellation of this Agreement will not affect any right or relief to which we may be entitled at law or in equity. We reserve the right to terminate this Agreement at any time and for any reason without prior notice to you. Further, you agree that we will not be liable to you or any third-party for any termination or suspension of your access to the Services or any part thereof.

9.2. Independent Contractors. You understand and expressly agree that you and Patient Image Exchange are independent contractors and not agents or employees of the other party. Neither you nor Patient Image Exchange has any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

9.3. Consent to Do Business Electronically. We use and rely upon electronic records and electronic signatures for the execution and delivery of this Agreement and any other agreements, undertakings, notices, disclosures or other documents, communications or information of any type sent or received in accordance with this Agreement and in performing our obligations and exercising our rights under this Agreement. Neither you nor Patient Image Exchange will prevent or inhibit in any way the other party from printing, saving, or otherwise storing electronic records sent or otherwise made available to the other party. You agree not to contest the authorization for, or validity or enforceability of, electronic records and electronic signatures, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files, or electronic records are to be in writing or signed by you to be bound thereby. You will bear your own costs and expenses in conducting business electronically, and will undertake all steps necessary, including software, hardware, and other equipment upgrades and purchases, in order to be able to conduct business electronically.

9.4. Equitable Relief. You agree that breach of the provisions of this Agreement would cause irreparable harm and significant injury to us which would be both difficult to ascertain and which would not be compensable by damages alone. As such, you agree that we have the right to enforce the provisions of this Agreement by injunction (without necessity of posting bond), specific performance, or other equitable relief without prejudice to any other rights and remedies we may have for your breach of this Agreement.

9.5. Privacy. We collect, store, and use data collected from you in accordance with our Privacy Policy.

9.6. Entire Agreement. This Agreement and any hyperlinked policies and procedures constitute the entire agreement between you and Patient Image Exchange with respect to the subject matter hereof and supersede all prior agreements, both oral and written, with respect to the subject matter hereof. We may revise and update this Agreement from time to time and will post the updated Agreement to the portal. UNLESS OTHERWISE STATED IN THE AMENDED VERSION OF THIS AGREEMENT, ANY CHANGES TO THIS AGREEMENT WILL APPLY IMMEDIATELY UPON POSTING. Although we are not obligated to provide you with notice of any changes, any changes to this Agreement will not apply retroactively to events that occurred prior to such changes. Your continued use of the Services will constitute your agreement to any new provisions within the revised Agreement.

9.7. Waiver; Severability. Our failure to enforce any provision of this Agreement will not be deemed to be a waiver of our right to enforce them. If any term or provision of this Agreement will be held to be invalid, illegal, or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect, and such invalid, illegal, or unenforceable term or provision will be deemed not to be part of this Agreement.

9.8. Assignment. You may not assign, transfer, or sell (voluntarily or by operation of law) your rights or obligations under this Agreement, nor delegate your duties hereunder to any other person, without our prior written consent. Any purported assignment without our consent will be void and will constitute a breach of this Agreement. We may assign this Agreement or delegate or subcontract our obligations under this Agreement at any time.

9.9. Survival. The provisions of this Agreement that by their content are intended to survive the expiration or termination of this Agreement, including, without limitation, provisions governing ownership and use of intellectual property, representations, disclaimers, warranties, liability, indemnification, governing law, jurisdiction, venue, remedies, rights after termination, and interpretation of this Agreement, will survive the expiration or termination of this Agreement for their full statutory period.

9.10. Contact Us [HERE](#)