**HIPAAtrek.com Terms of Service**

PLEASE READ ALL OF THE FOLLOWING TERMS CAREFULLY AS THEY CONTAIN INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION IN SECTION 14 THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. IF YOU BECOME A HIPAATREK SUBSCRIBER AND PAY BY CREDIT OR DEBIT CARD (OR OTHER PAYMENT METHOD ASSOCIATED WITH AN AUTOMATICALLY RENEWING SUBSCRIPTION), YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR CERTAIN PERIODS OF TIME IF YOU DO NOT TAKE CERTAIN STEPS. SEE SECTION 4 FOR MORE INFORMATION ON THE AUTOMATIC RENEWAL TERMS APPLICABLE TO SUBSCRIPTIONS.

Effective May 14, 2020

This Terms of Service Agreement (the “Agreement”) is made between HIPAAtrek, Inc. (“HIPAAtrek”) operator of HIPAAtrek.com and the software, tools, forms, downloadable software products, technology, materials, content, and services available therefrom and any updates, modifications, or enhancements thereto (collectively, the “Platform”), and you (the “User”) who may access and use the Platform and technology thereon, only pursuant to the following terms and conditions.

1. **Acceptance of Terms**.
   1. By accessing and using the Platform, User hereby READS, UNDERSTANDS, ACCEPTS, and AGREES to be bound by this Agreement’s terms and conditions. Should User NOT accept these terms and conditions, User must neither access nor otherwise use any part of the Platform or content or information available therewith. To the extent permitted by law, HIPAAtrek may amend, at any time and from time to time, this Agreement by posting a version of this Agreement to https://HIPAAtrek.com/terms-of-service/. HIPAAtrek will notify User on its website and/or via email that amended terms have been posted. User agrees that its use of the Platform for 14 days after amendment of these terms constitutes an acceptance of such amendments. User shall have the opportunity to refuse said amendments solely by ceasing access to and utilization of the Platform.
   2. User’s purchase of any goods or services from HIPAAtrek will be set forth in one or more services orders (“Services Orders”) into which this Agreement is incorporated by reference.
2. **Residency and Age**. The Platform is intended to be accessed and utilized by Users who have attained the age of majority in their respective state or province. By accessing and using the Platform, User hereby represents, warrants, and affirms that it is either at least 18 years of age, an emancipated minor, or has acquired a parent or guardian’s consent. User hereby affirms that it is, at a minimum and without exception, 13 years old. The Platform is not intended to be accessed or utilized by children less than 13 years of age.
3. **Disclaimer of Warranties**. To the fullest extent permitted by law:
   1. **THE PLATFORM AND THE ENTIRETY OF ITS CONTENT AND INFORMATION AND MATERIALS PROVIDED THEREWITH ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND HIPAATREK HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE DUE TO COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. TO THE EXTENT PERMITTED BY LAW, HIPAATREK EXPRESSLY DISCLAIMS ANY REPRESENTATION THAT: (I) THE PLATFORM WILL MEET USER’S REQUIREMENTS; (II) ACCESS TO THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) ANY INFORMATION OBTAINED THROUGH OR FROM THE PLATFORM WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY USER THROUGH THE PLATFORM WILL MEET EXPECTATIONS; (V) ANY USER-PROVIDED INFORMATION WILL NOT BE DISCLOSED TO THIRD-PARTIES; (VI) ANY DATA OR SOFTWARE ERRORS WILL BE CORRECTED; (VII) THE PLATFORM WILL OPERATE IN A PARTICULAR CONFIGURATION WITH PARTICULAR HARDWARE OR SOFTWARE; (IX) THE OPERATION OF ANY THIRD-PARTY OR SOFTWARE THEREOF NECESSARY FOR PLATFORM OPERATION; OR (X) THE INTERNET GENERALLY. No data, ADVICE, or information obtained from the HIPAAtrek Parties shall create any warranty. USER WAIVES ANY STATUTORY RIGHTS WITH RESPECT TO IMPLIED WARRANTIES.**
   2. **User understands and agrees that HIPAAtrek is not a law firm or medical services provider. User is encouraged to seeks counsel regarding its potential liability under HIPPA or related privacy laws. HIPAATREK CANNOT AND DOES NOT PROVIDE ANY TYPE OF ADVICE, EXPLANATION, OPINION OR RECOMMENDATION ABOUT USER’s POSSIBLE LEGAL RIGHTS, REMEDIES, DEFENSES, OR ALTERNATIVES. COMMUNICATIONS BETWEEN USER AND HIPAATREK ARE NOT PROTECTED BY ANY ATTORNEY-CLIENT PRIVILEGE OR AS WORK PRODUCT.**
   3. **THe Platform’s location-based services are intended FOR INDIVIDUAL USE and as relted to the use of the platform as described herein AND SHOULD NOT BE USED OR RELIED ON AS AN EMERGENCY LOCATOR SYSTEM, USED WHILE DRIVING OR OPERATING VEHICLES, or USED IN CONNECTION WITH ANY HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCe OR for ANY OTHER APPLICATION IN WHICH THE FAILURE OR INACCURACY OF THAT APPLICATION OR THE Platform COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE.**
4. **Platform Uses**.
   1. **Platform Usage Generally**. The Platform generally assist a User, pursuant to the terms and conditions herein, with Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) compliance activities. User may submit content to the Platform (“User Submissions”) for use and processing therein.
   2. **Limited License**. Access and utilization of the Platform is licensed and not sold. Subject to the terms and conditions herein and subject to applicable Services Orders, HIPAAtrek grants to User a limited, non-exclusive, revocable license to access and use the Platform only to create, modify, and evaluate policies and procedures for complying with guidelines and rules of Title II of HIPAA and for related internal business purposes of the Customer, and may print paper copies or create electronic copies of the HIPAA policies and procedures generated by the Platform for the Customer’s internal business purposes, and for no other purpose(s).
   3. **Third-Party Resources**. The Platform may include software, content, or components (“Third-Party Software”) provided by an affiliate or subsidiary of HIPAAtrek or a third party and User may be subject to both this Agreement and the terms of service of that third party. In such event, User may obtain any applicable license for Third-Party Software to the extent such terms are not already included herein. User acknowledges and agrees that User’s right to use such Third-Party Software as part of, or in connection with, the Platform is subject to and governed by the terms and conditions of the license applicable to such Third-Party Software, including, without limitation, any applicable acknowledgements, license terms and disclaimers contained therein. The disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all elements and uses of the Third-Party Software.
   4. **Platform Updates**. User acknowledges that HIPAAtrek may from time to time issue upgraded versions of the Platform and may automatically electronically upgrade the version of the Platform or components thereof. User consents to such automatic upgrading. HIPAAtrek may, in its sole discretion, require a minimum version of installed software to provide customer service or support.
   5. **Platform Monitoring**. HIPAAtrek reserves the right to monitor the Platform for purposes of determining that User’s is in compliance with this Agreement and applicable laws. In addition, HIPAAtrek maintains the absolute and unconditional right to review and remove Material accessible by or transmitted through the Services that, in our sole discretion, we believe is in violation of the law, of this Agreement, or is otherwise unacceptable to HIPAAtrek in its sole discretion. HIPAAtrek may disclose information about User’s use of the Platform to satisfy any law, regulation, government agency request, court order, search warrant, subpoena, or other legal process.
   6. **Registration**.
      1. To use certain features of the Platform, User may be asked to register with the Platform. User agrees: (i) to provide true, accurate, current and complete information (“User Information”) about itself as prompted by any registration form; and (ii) to maintain and promptly update its User Information to keep it true, accurate, current and complete. If HIPAAtrek has reasonable grounds to suspect that User Information is untrue, inaccurate, not current or incomplete, HIPAAtrek may suspend or terminate User’s access to and use of the Platform (or any portion thereof). User is solely and fully responsible for maintaining the confidentiality of its username and password (“Credentials”) and is solely and fully responsible for all activities that occur under its Credentials. User agrees to: (i) immediately notify HIPAAtrek of any unauthorized use of User’s Credentials or any other breach of security; and (ii) ensure that User logs off from its account at the end of each web applications session. HIPAAtrek cannot and will not be liable for any loss or damage arising from User’s failure to comply with this section.
      2. User must notify HIPAAtrek immediately upon the termination or disengagement of any employee, agent, or contractor working on behalf of User (an “End User”) or the obviation of End User’s access to the Platform so that HIPAAtrek may prevent the End User’s subsequent access thereto.
   7. **Paid Services**.
      1. **General**. If User purchases any services that Company offers for a fee (“Paid Services”), such as a subscription to Company’s services, User authorizes Company and/or its designated payment processors to store User’s payment information and other related information. Fees for Paid Services will be as set forth in an Services Order. Except as otherwise specified Services Order: (i) fees are based on access to Platform features and not User’s actual usage thereof; and (ii) quantities purchased cannot be decreased during the relevant subscription term. User also agrees to pay the applicable fees for the Paid Services (including without limitation periodic fees for ongoing subscriptions (the “Subscription Fees”) as they become due, and to reimburse Company for all collection costs and interest for any overdue amounts. All fees and charges are nonrefundable and there are no refunds or credits for any partially used Paid Services (including partially used subscription periods) except: (i) as required by applicable law; and (ii) at Company’s sole and absolute discretion. Fees for the Paid Services may be payable in advance, in arrears, per usage, or as otherwise described when you initially purchase the Paid Services. Except as otherwise described in this Section 4, all prices for Paid Services are subject to change without notice. User agrees that User’s payment of fees hereunder is not contingent on the delivery of any future Platform functionality or features, or dependent on any oral or written public comments made by HIPAAtrek regarding future Platform functionality or features.
      2. **Taxes**. HIPAAtrek’s fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). User is responsible for paying all Taxes associated with its purchases hereunder. If HIPAAtrek has the legal obligation to pay or collect Taxes for which User is responsible, HIPAAtrek will invoice User and User will pay that amount unless User provides HIPAAtrek with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, HIPAAtrek is solely responsible for taxes assessable against HIPAAtrek based on HIPAAtrek’s income, property and employees.
      3. **Payment Method**.
         1. Company may, from time to time, offer various payment methods, including without limitation payment by credit card, by debit card, by check, by certain payment providers. User authorizes Company to charge User for Paid Services through any payment method(s) User selects when purchasing the Paid Services (the “Payment Method”) and User agrees to make payment using such Payment Method(s) (Company may, from time to time, receive and use updated payment method information provided by User or that financial institutions or payment processors may provide to Company to update information related to User’s Payment Method(s), such as updated expiration dates or account numbers). Certain Payment Methods, such as credit cards and debit cards, may involve agreements between User and the financial institution, credit card issuer, or other provider of User’s chosen Payment Methods (the “Payment Method Provider”). If Company does not receive payment from User’s Payment Method Provider, User agrees to directly pay all amounts due upon demand from Company. User’s non-termination or continued use of the Paid Services reaffirms that Company is authorized to charge User’s Payment Method.
         2. If the Services Order specifies that payment will be by a method other than a credit card, HIPAAtrek will invoice User in advance and otherwise in accordance with the relevant Services Order. Unless otherwise stated in the Services Order, invoiced charges are due upon receipt from the invoice date. User is responsible for providing complete and accurate billing and contact information to HIPAAtrek and notifying HIPAAtrek of any changes to such information.
      4. **Automatic Renewal of Subscriptions**. IF USER PAYS FOR A SUBSCRIPTION BY CREDIT OR DEBIT CARD (OR OTHER PAYMENT METHOD IDENTIFIED ON COMPANY’S SERVICES OR A SOCIAL NETWORKING SITE AS INVOLVING AN AUTOMATICALLY RENEWING SUBSCRIPTION) AND USER DOES NOT CANCEL USER’S SUBSCRIPTION AS SET FORTH IN THIS SECTION 4, USER’S SUBSCRIPTION WILL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE RENEWAL PERIODS OF THE SAME DURATION AS THE SUBSCRIPTION TERM ORIGINALLY SELECTED (FOR EXAMPLE, UNLESS USER CANCELS, A ONE YEAR SUBSCRIPTION WILL AUTOMATICALLY RENEW ON A YEARLY BASIS). UNLESS OTHERWISE INDICATED IN ANY APPLICABLE ADDITIONAL TERMS OR COMMUNICATIONS COMPANY SENDS TO USER’S REGISTERED EMAIL ADDRESS, SUCH RENEWAL WILL BE AT THE SAME SUBSCRIPTION FEE AS WHEN USER FIRST SUBSCRIBED, PLUS ANY APPLICABLE TAXES OR FEES, UNLESS COMPANY NOTIFIES USER AT LEAST 60 DAYS PRIOR TO THE END OF USER’S CURRENT TERM THAT THE SUBSCRIPTION FEE WILL INCREASE. USER ACKNOWLEDGES AND AGREES THAT USERS PAYMENT METHOD WILL BE AUTOMATICALLY CHARGED FOR SUCH SUBSCRIPTION FEES, PLUS ANY APPLICABLE TAXES, UPON EACH SUCH AUTOMATIC RENEWAL. USER ACKNOWLEDGES THAT USER’S SUBSCRIPTION IS SUBJECT TO AUTOMATIC RENEWALS AND USER CONSENTS TO AND ACCEPTS RESPONSIBILITY FOR ALL RECURRING CHARGES TO USER’S CREDIT OR DEBIT CARD (OR OTHER PAYMENT METHOD, AS APPLICABLE) BASED ON THIS AUTOMATIC RENEWAL FEATURE WITHOUT FURTHER AUTHORIZATION FROM USER AND WITHOUT FURTHER NOTICE EXCEPT AS REQUIRED BY LAW. USER FURTHER ACKNOWLEDGES THAT THE AMOUNT OF THE RECURRING CHARGE MAY CHANGE IF THE APPLICABLE TAX RATES CHANGE OR IF USER IS NOTIFIED THAT THERE WILL BE AN INCREASE IN THE APPLICABLE SUBSCRIPTION FEES.
      5. **Cancellation of Subscription**. TO CHANGE OR CANCEL USER’S SUBSCRIPTION, USER MUST PROVIDE WRITTEN NOTICE TO HIPAATREK. USER MUST PROVIDE WRITTEN NOTICE OF CANCELLATION AT LEAST 60 DAYS BEFORE THE END OF A SUBSCRIPTION TERM TO PREVENT THE TERM FROM BEING RENEWED AND CHARGES BEING INCURRED THEREWITH. USER WILL NOT BE ENTITLED TO A PRORATED REFUND OF ANY PORTION OF THE SUBSCRIPTION FEES PAID FOR THE THEN-CURRENT SUBSCRIPTION TERM, EXCEPT AS REQUIRED BY APPLICABLE LAW.
      6. **Current Billing Information Required**. User agrees to provide current, complete, and accurate billing information and agree to promptly update all such information (such as changes in billing address, credit card number, or credit card expiration date) as necessary for the processing of all payments that are due to Company. User agrees to promptly notify Company if User’s Payment Method is canceled (for example, due to loss or theft) or if User becomes aware of a potential breach of security related to User’s Payment Method. If User fails to provide any of the foregoing information, User acknowledges that User’s current Payment Method may continue to be charged for Paid Services and that User will remain responsible for all such charges.
      7. **Change in Amount Authorized**. If the total amount to be charged varies from the amount User authorized when purchasing any Paid Services (other than due to the imposition or change in the amount of taxes, including without limitation sales and use taxes, duties or other governmental taxes or fees), Company will provide notice of the amount to be charged and the date of the charge at least 60 days before the scheduled date of the transaction. If User does not cancel Paid Services before the increased price goes into effect, User agrees to pay the increased price for the Paid Services. User agrees that Company may accumulate charges incurred and submit them as one or more aggregate charge during or at the end of each billing cycle. Company will inform User of any additional charges which are accumulated.
      8. **Payment Processors**. Ordering services through the Platform involves utilizing the secured server of a payment processing service provider (“PSP,” *e.g.*, Intuit®). Neither PSP nor any person or company related to PSP holds any ownership interest in the Platform or Company, nor receives any financial benefit from the Platform or Company other than a fee paid by Company to PSP for the services performed by PSP. Company makes absolutely no representations and/or warranties, and provides no assurances, regarding the PSP, the PSP owner, or the quality, availability, legality, or description of the payment processing services offered thereon. COMPANY EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PSP AND/OR THE SERVICES OFFERED THEREON.
      9. **Collections**. If any invoiced amount is not received by HIPAAtrek by the due date, then without limiting HIPAAtrek’s rights or remedies hereunder: (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower; and/or (b) HIPAAtrek may condition future Platform access not to be granted until payment is received. If any amount owing by User under this or any other agreement concerning the Platform is thirty (30) or more days overdue (or ten (10) or more days overdue in the case of amounts User has authorized HIPAAtrek to charge to Customer’s credit card), HIPAAtrek may, without limiting our other rights and remedies, accelerate Customer’s unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend HIPAAtrek’s Platform access until such amounts are paid in full.
5. **Proprietary Rights**.
   1. **Ownership**. User acknowledges and agrees that the Platform and any patents, copyrights, trade secrets, moral rights, trademarks, know-how, or any related or other rights or interests or other intangible assets recognized under any laws, regulations, or international conventions, in any country or jurisdiction in the world (collectively, “Intellectual Property Rights”) contained therein is the sole property of HIPAAtrek, its wholly-owned subsidiaries, affiliates, licensors, suppliers, or other third parties. All rights and permissions in and to the Platform not expressly granted herein are reserved by HIPAAtrek.
   2. **Licenses**.
      1. For the term of this Agreement, and unless as otherwise agreed by HIPAAtrek in writing, HIPAAtrek grants User a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable license to use the Platform solely provided that User adheres to all of the terms and conditions of this Agreement. The foregoing is an express limited use license and not an assignment, sale, or other transfer of the Platform or any of Intellectual Property Rights of HIPAAtrek or its licensors. Subject to the prohibitions of Section 6, any rights not expressly licensed pursuant to this section 5(b)(i) are reserved and upon termination of this Agreement, all rights which are licensed shall terminate.
      2. User grants HIPAAtrek (and its affiliates, distributors, and other agents it may designate in its discretion) a non-exclusive, worldwide, perpetual, royalty-free, irrevocable, sublicensable, transferable, right and license to use, distribute, reproduce, create derivative works of, distribute, publicly perform, publicly display and transmit User Submissions for any purpose in connection with the provision, operation, promotion, and improvement of the Platform and development of new HIPAAtrek products and services. User shall not provide User Submissions to the Platform unless Customer has the right to grant this license for such User Submissions. If Customer submits ideas, suggestions, or anything else about the Platform (such as ways to improve the Services) to HIPAAtrek, User agrees that HIPAAtrek can use that feedback for any reason, without payment or other compensation to Customer, in any fashion, forever and throughout the world. Customer shall not submit any feedback to HIPAAtrek in which Customer does not wish to grant such rights. HIPAAtrek has no obligation to display or continue to display User Submissions User submits or posts to the Platform.
6. **Platform Prohibitions**. User agrees that it may NOT: (a) use the Platform or any content or information available through the Platform for any unauthorized purpose including, without limitation, acting beyond the scope of paid services or rights granted hereunder or utilizing the Platform for activity other than HIPAA compliance activities; (b) interfere with or damage the Platform including, without limitation, through the use of viruses, spyware, malware, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing, or methods that in any way reproduce or circumvent the navigational structure or presentation of the Platform; (c) use the Platform to collect, store, or distribute any information about any other person in violation of any law, including information related to persons under 13 years of age; (d) use to Platform to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or in violation of third-party privacy rights; (e) use the Platform to impersonate any person, company, or entity; (f) modify, sublicense, assign, give, transfer, translate, sell, resell, reverse engineer, decipher, decompile, or otherwise disassemble any code, data, content, or information available through the Platform or any software components used on or for the Platform or access thereto; (g) attempt to gain unauthorized access to the Platform or its related systems or networks; (h) use any third-party software or scripts to collect information from or through the Platform; (i) distribute, re-distribute, or permit transfer of the Platform or content or information available through the Platform in violation of any export or import law and/or regulation or restriction of the United States of America and its agencies or authorities, or without all required approvals, licenses or exemptions; (j) use the Platform to disseminate, store, or transmit unsolicited messages, chain letters, or unsolicited commercial e-mail; (k) use the Platform to disseminate, store, or transmit files, graphics, software or other material that actually, impliedly, or potentially infringes the copyright, trademark, patent, trade secret, trade name or other intellectual property right of any person, entity, partnership, organization, association or otherwise; (l) adapt, translate, or create any derivative works of the Platform or merge the Platform into any other software; (m) use the Platform to display or promote spyware, adware, spam, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, hate materials or materials urging acts of terrorism or violence, goods made from protected animal/plant species, recalled goods, any hacking, surveillance, interception, or descrambling equipment, illegal drugs and paraphernalia, unlicensed sale of prescription drugs and medical devices, the sale of tobacco or alcohol to persons under twenty-one (21) years of age, pornography, prostitution, body parts and bodily fluids, stolen products and items used for theft, fireworks, explosives, and hazardous materials, government IDs, police items, unlicensed trade or dealing in stocks and securities, gambling items, professional services regulated by state licensing regimes, non-transferable items such as airline tickets or event tickets, non-packaged food items, or weapons and accessories; (n) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of HIPAAtrek or its affiliates, partners, suppliers or the licensors of the Platform or materials available thereon or otherwise obscure or modify the any manner in which the Platform is displayed; (n) share access to User’s account; (o) access or utilize the Platform without permission on a stolen or lost device; or (p) assist any third-party in doing any of the foregoing.
7. **Security of User’s System**. User shall be solely responsible for the security, confidentiality, and integrity of all content that User receives, transmits through or stores via the Platform, or any computer, mobile device, or related equipment that is used to access the Platform, including compliance with any internal IT and security policies and procedures any applicable federal and state requirements such as, without limitation, the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act. User is solely responsible for any carrier rates for phone, data, and text messaging which may apply to User’s use of the Platform.
8. **Term and Termination**. This Agreement remains effective from the moment User accesses or uses the Platform until terminated. This Agreement will terminate automatically without notice from the HIPAAtrek if User fails to comply with any provision of this Agreement (a “Default”). HIPAAtrek reserves the right, in its sole discretion and without prior notice to User, at any time and for any reason, to: (i) remove or disable access to all or any portion of the Platform; (ii) suspend User’s access to or use of all or any portion of the Platform; and (iii) terminate this Agreement. In the event of a Default, HIPAAtrek may declare as due and payable: (i) the entire amount of unpaid subscription fees under any Services Order that would otherwise come due for the remainder of the subscription term; and/or (ii) 50% of User’s average non-subscription monthly fees that would be incurred over the remainder of any fixed period.
9. **Links.** The Platform may contain links to other Internet sites and resources, and User hereby acknowledges and agrees that: (i) HIPAAtrek shall not be responsible for the availability of such external sites or resources; and (ii) HIPAAtrek does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. User agrees that HIPAAtrek shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such content, goods or services available on or through any such website or resource.
10. **Limited Liability**. To the fullest extent permitted by law:
    1. User accesses the PLATFORM at his/her own risk and is singularly responsible for any loss, damage, or costs incurred during such activity. HIPAAtrek, its affiliates, subsidiaries, officers, directors, employees, agents, licensors, successors, or assigns (“HIPAAtrek Parties”) shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, under any legal theory, arising from or relating to: (i) the Platform’s availability; (ii) the acts, omissions, or conduct of any USER or third-party, whether online or offline; (iii) any Platform content; (iv) any goods or services acquired as a result of any information obtained or transactions entered into through the Platform; (v) any use of goods or services made available on any internet resource or webpage linked to the Platform; (vi) technical malfunctions of any telephone system (e.g., IN case OF EMERGENCY SERVICES), cellular network, cable system, computer equipment, server, provider, or software; (vii) injury or damage to User’s computer or equipment resulting from ACCESS TO OR use of the PLATFORM including, but not limited to, web page viewing, file downloading or streaming, server use or access, or following PLATFORM links; (viii) any incorrect or inaccurate content posted on or received from the PLATFORM, regardless of the cause of such inaccuracy. The HIPAAtrek Parties shall not be responsible for any conduct of any User of the PLATFORM; (x) any error, omission, interruption, deletion, defect, operational delay, communication line failure, or theft, breach, destruction, or alteration of User’s communication; or (x) ANY CLINICAL OR PATIENT CARE DECISION OR THE DELIVERY OR NON-DELIVERY OF PATIENT CARE SERVICES BY the user.
    2. User’s access or use of any third-party internet resource linked to or from the PLATFORM, or User’s use of goods or services from third-party internet resources linked to or from the PLATFORM, is made at User’s own risk. User hereby releases the HIPAAtrek Parties from any damages User suffers from User’s access to third-party internet resources, and User agrees not to make any claims against the HIPAAtrek Parties arising from any purchase or acquisition of goods and services made available through the PLATFORM or through third-party internet resources.
    3. The HIPAAtrek Parties shall not be liable for any damages resulting from the failure, by any party, to protect User passwords or account information. The HIPAAtrek Parties shall not be liable for any failure or performance delay under the Agreement due to circumstances beyond the HIPAAtrek Parties’ control including, but not limited to, natural catastrophes, governmental acts, laws or regulations, terrorism, labor strikes or difficulties, communication system interruptions, hardware or software failures, transportation interruptions, or any inability to acquire materials or supplies. THE HIPAAtrek PARTIES SHALL NOT BE LIABLE FOR ANY ILLEGAL, ABUSIVE, OR OTHERWISE INAPPROPRIATE ACTIVITY PERFORMED BY USER INCLUDING, WITHOUT LIMITATION, USING THE PLATFORM TO INFRINGE THE COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT(S) OF ANOTHER. THE HIPAAtrek PARTIES SHALL NOT BE LIABLE FOR COMPLIANCE OR LACK THEREOF BY ANY THIRD-PARTY VENDORS WITH RESPECT TO ANY APPLICABLE LAWS AND REGULATIONS.
    4. without limiting the foregoing, The HIPAAtrek Parties’ aggregate liability to User or any third-party, in any matter arising from or related to the Platform or the Agreement, shall not exceed the sum of ONE HUNDRED dollars ($100.00).
11. **Indemnification**.
    1. **Occurrence**. User agrees to defend the HIPAAtrek Parties to the fullest extent permitted by law, against any and all claims, demands and/or actions and indemnify and hold the HIPAAtrek Parties harmless from and against any and all losses, damages, costs and expenses, including reasonable attorney’s fees, (each a “Claim), regardless of whether such Claim is due to a HIPAAtrek Party’s active or passive negligence, arising out of or relating to: (i) any User breach of any provision of this Agreement and/or any representation or warranty identified herein; (ii) User’s use or misuse of the Platform, including any data or information transmitted or received by User; (iii) any unacceptable use of the Platform by User including, without limitation, any statement, data or content made, transmitted, or republished by User which is infringing or otherwise prohibited as unacceptable in Section 6; (iv) any interactions with third-parties or products and services obtained thereform; and (v) any expenses HIPAAtrek incurs in enforcing this Section including, without limitation, reasonable attorney’s fees and costs.
    2. **Procedures**. HIPAAtrek will promptly notify User of any claim or action with respect to any claim for indemnification hereunder, and User will undertake the defense or settlement and all related costs and expenses of any claim or action for which it has an indemnification obligation. User will have the right to settle or compromise any action to which its indemnification is applicable, except that User may not agree to any settlement without the prior written consent of HIPAAtrek if such settlement would cause HIPAAtrek to undertake any action, assume any liability, pay any monies, or acknowledge any wrongdoing or have a judgment entered against it. Notwithstanding the foregoing, HIPAAtrek will have the right to undertake the defense of any claim asserted against it at User’s expense in the event that: (i) User fails to assume the defense of such claim; (ii) HIPAAtrek reasonably determines that an adverse outcome could be material to HIPAAtrek’s business; (iii) there are conflicts between User’s and HIPAAtrek’s interests in such litigation; or (iv) HIPAAtrek reasonably believes that User does not have the financial resources needed to satisfy its indemnification obligation in the event of an adverse outcome.
12. **HIPAAtrek Privacy Policy**. User agrees to accept HIPAAtrek’s Privacy Policy, available at https://www.HIPAAtrek.com/privacy-policy. By enabling the Platform to utilize geolocation services on User’s wireless devices, User gives HIPAAtrek and its vendors permission to use, disclose, and display the current location of User’s wireless device within the Platform, including geo-tagging User’s messages and content. HIPAAtrek will not be responsible for User’s location information should User choose to publicly disclose it through the use of the Platform.
13. **Take-Down Requests, DMCA**. HIPAAtrek expressly prohibits users from uploading, posting, or otherwise distributing through the Platform any content which may violate another party’s Intellectual Property Rights, privacy, publicity, or other rights. If any User believes any Platform content violates or otherwise infringes upon any of User’s rights, User is encouraged to contact HIPAAtrek immediately to request that the allegedly offending content (“Offending Content”) to be removed from the Platform. To make such a request (“Take-Down Request”), User should provide HIPAAtrek’s designated agent, listed below, with:
    1. the identity of the Offending Content in sufficient detail such that it can be readily located (e.g., “The photograph of available at https://HIPAAtrek.com/item123.jpg”);
    2. User’s name, mailing address, email address, and telephone number; and
    3. the name, user id, email, telephone phone number, and mailing address of the person User believes posted the Offending Content (as available).

In accordance with the Digital Millennium Copyright Act (“DMCA”), HIPAAtrek has designated a Copyright Agent who is charged with receiving notification of alleged copyright violations and may accept notification of other offending Platform content. If User believes in good faith that material appearing on this website infringes its copyright, provide notification, pursuant to 17 U.S.C. § 512(c)(3)(A), to our Copyright Agent at:

HIPAAtrek, LLC

Attn: Sarah Badahman

2460 Executive Drive, Ste 117

St. Charles, MO 63303

sarah@hipaatrek.com

314-272-2600

Similarly, the DMCA provides that if one, in good faith, believe that a notice of copyright infringement has been wrongfully filed against him, he may send to our Copyright Agent a counter notice, subject to the requirements set forth in 17 U.S.C. § 512(g)(3).

Lastly, it should be noted that individuals making misrepresentations made in alleging that material appearing on this website constitutes copyright infringement may be liable for damages pursuant to 17 U.S.C. § 512(f). HIPAAtrek will process proper Take-Down Requests, will promptly remove or disable access to any offensive or infringing content, and will terminate the accounts of repeat infringers.

1. **Dispute Resolution Protocol**.
   1. **Controlling Law and Jurisdiction**. This Agreement will be interpreted in accordance with the laws of the State of Missouri and the United States of America, without regard to its conflict-of-law provisions. User and HIPAAtrek agree to submit to the personal jurisdiction of the state and federal courts located within St. Louis, Missouri, for any actions involving actual or threatened infringement, misappropriation, or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights, or User’s outstanding payment of fees due hereunder.
   2. **Negotiations**. In the event any dispute arises except those disputes the involving actual or threatened infringement, misappropriation, or violation of a party’s Intellectual Property Rights, User and HIPAAtrek agree to first attempt to negotiate the resolution any dispute, informally for at least thirty (30) days before initiating any arbitration or court proceeding.
   3. **Other parties**. User accept that, as a corporation, HIPAAtrek has an interest in limiting the personal liability of its officers and employees. User agrees that it will not bring any claim personally against HIPAAtrek’s officers or employees in respect of any losses User suffers in connection with the Platform. Without prejudice to the foregoing, User agree that the limitations of warranties and liability set out in this Agreement will protect HIPAAtrek’s officers, employees, agents, subsidiaries, successors, assigns, and sub-contractors as well as HIPAAtrek.
   4. **Binding Arbitration**. All claims arising from use of the Platform (except those disputes involving actual or threatened infringement, misappropriation, or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights, or User’s outstanding payment of fees due hereunder) will be finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party will be final and binding on the other. User understands that if either party elects to arbitrate, neither party will have the right to sue in court or have a jury trial. The arbitration will 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 both of which are available at the AAA website http://www.adr.org. The Parties will submit briefs of no more than 10 pages and the arbitration hearing will be limited to two (2) days maximum. The arbitrator must apply Missouri law and any award may be challenged if the arbitrator fails to do so. Unless otherwise agreed by the Parties, arbitration will take place in St. Louis, Missouri. User’s arbitration fees and User’s share of arbitrator compensation will be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If User’s claim for damages does not exceed $10,000, HIPAAtrek will pay User’s share of arbitration fees unless the arbitrator finds that either the substance of User’s claim or the relief sought was frivolous or brought for an improper purpose as determined pursuant to Federal Rule of Civil Procedure 11(b). The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing. The Parties 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.
   5. **WAIVER OF RIGHT TO BE A PLAINTIFF OR CLASS MEMBER**. USER AND HIPAATREK AGREE THAT ANY ARBITRATION WILL BE LIMITED TO THE DISPUTE BETWEEN HIPAATREK AND USER INDIVIDUALLY. USER ACKNOWLEDGES AND AGREES THAT USER AND HIPAATREK ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE USER’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF ANY CLASS OR REPRESENTATIVE PROCEEDING.
   6. **WAIVER OF RIGHT TO JURY TRIAL**. EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING THERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.
   7. **Limitation of Action**. No action or proceeding shall lie or be maintained by User against the HIPAAtrek Parties, upon any claim, counterclaim, or cross-claim arising out of or based upon this Agreement, or by reason of any act or omission or any requirements relating to the giving of notices or information required hereunder, unless such action or proceeding shall be commenced within one (1) year of when the cause of action accrues, and otherwise such cause of action is permanently barred. User agrees to exclude, in its entirety, the application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods.
2. **Miscellanea.**
   1. **No Waiver**. To the maximum extent permitted by applicable law: (i) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by a Party, in whole or in Part, by a waiver or renunciation of the claim or right unless in writing signed by such Party; (ii) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (iii) no notice to or demand on one Party will be deemed to be a waiver of any obligation of that Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement.
   2. **Entire Agreement and Modification**. This Agreement, along with an Services Order(s), constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Platform and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the Parties concerning the Platform. This Agreement may be modified by HIPAAtrek and User may agree in writing.
   3. **Severability**. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
   4. **Remedies.** The rights granted by HIPAAtrek herein are of a special, unique, and intellectual nature, which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated for in damages in an action at law. In addition, User acknowledges that during the course of accessing or using the Platform, User will or may have access to HIPAAtrek’s proprietary information, including, without limitation, Platform code and related materials. Accordingly, the breach by User of the provisions of this Agreement concerning HIPAAtrek’s proprietary rights will cause HIPAAtrek irreparable injury and damage for which HIPAAtrek will be entitled, without posting any bond or security, to seek injunctive or other equitable relief. The granting of equitable relief will not be construed as a waiver of any other rights of HIPAAtrek in law or in equity. User agrees that the rights and remedies of User in the event of a breach of this Agreement by HIPAAtrek shall be limited to the right to recover damages, if any, in an action at law, and in no event shall User be entitled to terminate or rescind this Agreement or enjoin or restrain HIPAAtrek’s use or exploitation of the Submissions.
   5. **Assignment**. HIPAAtrek may assign any of its rights or delegate any of its obligations hereunder to any person or entity at any time without User’s consent. User may not assign any of its rights or delegate any of its obligations hereunder to any person or entity without the prior written consent of HIPAAtrek. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as will inure to a successor or permitted assignee pursuant to this Section.
   6. **California Consumer Complaints**. Pursuant to Cal. Civ. Code. § 1789.3, user complaints or requests for further information may be sent to info@HIPAAtrek.com. The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be reached at 1625 North Market Blvd., Suite N. 112 Sacramento, CA 95834 (800) 952-5210.
   7. **User Representations and Warranties**. User represents and warrants that: (i) it is not prevented from and has the legal right and authority to enter into this agreement; (ii) its performance and the rights granted to HIPAAtrek hereunder shall not conflict with or violate any law, commitment, or agreement it has to any other person or entity.
   8. **Survival**. Sections 3, 5(a), 5(b)(ii), 6, 10-11, and 14-15 shall survive the termination of this Agreement.

**Terms of Service © 2018 HIPAAtrek Inc.**