



**ACCLARA<sup>SM</sup>**  
**LEGAL AGREEMENTS**  
**For**  
**ACCLARA<sup>SM</sup> Websites**

The **ACCLARA<sup>SM</sup>** Website User Agreement Terms and Conditions of Use, the **ACCLARA<sup>SM</sup>** Website Privacy Policy and the **ACCLARA<sup>SM</sup>** Disclaimer, Acceptable Use and Copyright Policy (individually and collectively the “Legal Agreements”) each apply to the **ACCLARA<sup>SM</sup>** Website.

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The **LEGAL AGREEMENTS** are as follows and are set forth at length below:

1. **ACCLARA<sup>SM</sup> Disclaimer, Acceptable Use and Copyright Policy**
2. **ACCLARA<sup>SM</sup> WEBSITE PRIVACY POLICY**
3. **ACCLARA<sup>SM</sup> WEBSITE USER AGREEMENT TERMS AND CONDITIONS OF USE**

## ACCLARA<sup>SM</sup>

### Disclaimer, Acceptable Use and Copyright Policy

#### For

#### ACCLARA<sup>SM</sup> Websites

This website (sometimes hereinafter referred to as the “ACCLARA<sup>SM</sup> Website” or the “Website”), is owned, operated, and hosted by ACCLARA<sup>SM</sup>. The ACCLARA<sup>SM</sup> Terms of Use and the ACCLARA<sup>SM</sup> Privacy Policy for ACCLARA<sup>SM</sup> Website(s) and this Disclaimer, Acceptable Use and Copyright Policy (individually and collectively the “Legal Agreements”) apply to this Website, the ACCLARA<sup>SM</sup> Website. The Legal Agreements can be accessed by the User at the bottom of the Website Home Page.

**ACCESS TO THE ACCLARA<sup>SM</sup> WEBSITE BY YOU, THE USER (YOU, YOUR AND/OR THE “USER”), CONSTITUTES YOUR REPRESENTATION THAT YOU FULLY UNDERSTAND AND ACCEPT EACH AND EVERY ONE OF THE FOLLOWING DISCLAIMERS, TERMS, CONDITIONS AND PROVISIONS SET FORTH BELOW IN THIS DISCLAIMER AND IN THE OTHER LEGAL AGREEMENTS.**

Additionally, by accessing and using this ACCLARA<sup>SM</sup> Website, you, the User, agree that the Clients, or any of them, are not in any way responsible to the User of this ACCLARA<sup>SM</sup> Website for the content, functionality, privacy protections and data security provided by this ACCLARA<sup>SM</sup> Website; nor are the Clients, or any of them, responsible for any data theft, financial theft, identity theft or service/hardware disruption and/or malfunction that may occur from the use of this ACCLARA<sup>SM</sup> Website. Access to, the use of, and the transference of all information through this ACCLARA<sup>SM</sup> Website is subject to the legal terms of this document as set forth below (the “Disclaimer”) and the other Legal Agreements.

**IF YOU DO NOT AGREE WITH THESE DISCLAIMERS, TERMS AND CONDITIONS, PLEASE DO NOT ACCESS THIS WEBSITE.**

PLEASE READ THESE DISCLAIMERS CAREFULLY. BY ACCESSING THIS WEBSITE YOU AGREE TO BE BOUND BY THE LEGAL AGREEMENTS, INCLUDING WITHOUT LIMITATION THE TERMS AND CONDITIONS AND DISCLAIMERS BELOW. THESE DISCLAIMERS, TERMS AND CONDITIONS ARE SUBJECT TO CHANGE AT ANY TIME. ANY CHANGES WILL BE INCORPORATED INTO THE TERMS AND CONDITIONS POSTED TO THIS WEBSITE FROM TIME TO TIME.

**ACCLARA<sup>SM</sup> SHALL HAVE NO LIABILITY TO ANY USER WITH RESPECT TO THE ACCLARA<sup>SM</sup> WEBSITE, ANY INFORMATION DISCLOSED ON THIS WEBSITE AND/OR FOR THE ACCLARA<sup>SM</sup> WEBSITE SERVICES EXCEPT AS IS SPECIFICALLY SET FORTH IN THE ACCLARA<sup>SM</sup> WEBSITE AGREEMENTS, WHICH ARE INCLUDED AS PART OF THE ACCLARA<sup>SM</sup> WEBSITE AND INCORPORATED INTO THIS DISCLAIMER FOR ALL PURPOSES BY REFERENCE AS IF SET OUT AT HEREIN AT LENGTH.**

The materials contained on the ACCLARA<sup>SM</sup> Website are for general informational purposes only and are not intended to make statements concerning the official policies and practices of ACCLARA<sup>SM</sup> or of ACCLARA<sup>SM</sup>'s Clients, unless otherwise specifically stated.

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With respect to healthcare customers, the information contained on the Website is not intended to be, nor is it a substitute for, professional medical advice. Nothing contained in these pages is intended to be for medical diagnosis or treatment. Always seek the advice of your physician or other qualified health care provider prior to starting any new treatment or with any question you may have regarding a medical condition.

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Michael Lam – Notice Agent  
Infringement Notice Office  
**ACCLARA<sup>SM</sup>**  
13201 Northwest Freeway, Suite 600  
Houston, Texas 77040

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- A. Hardware failure, including among other things failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment
- B. Software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content
- C. Overload of system capacities
- D. Damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters
- E. Interruption (whether partial or total) of power supplies or other utility of service
- F. Strike or other work or service stoppage (whether partial or total) of labor
- G. Governmental or regulatory restrictions, orders or other human intervention
- H. Any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of **ACCLARA<sup>SM</sup>** Data.

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**ACCLARA<sup>SM</sup>** is a Texas Limited Liability Company located at 13201 Northwest Freeway, Suite 600, Houston, Texas, 77040. **ACCLARA<sup>SM</sup>** does not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or veteran status in the provision of services or employment.

## ACCLARA<sup>SM</sup> WEBSITE PRIVACY POLICY

- I. How we collect information about you
- II. How we use cookies
- III. How we protect and store personal information
- IV. How we use the personal information we collect
- V. Marketing
- VI. How we share personal information with other ACCLARA<sup>SM</sup> users
- VII. How we share personal information with other parties
- VIII. How you can contact us about privacy questions

This policy describes the ways we, ACCLARA<sup>SM</sup> (ACCLARA<sup>SM</sup> is the service mark and tradename of Acclara Solutions, LLC) (“ACCLARA<sup>SM</sup>”), collect, store, use and protect your personal information with respect to this website (the “ACCLARA<sup>SM</sup> Website”).

**YOU ACCEPT THIS PRIVACY POLICY WHEN YOU SIGN UP FOR OR USE ACCLARA<sup>SM</sup> PRODUCTS, SERVICES OR ANY OTHER FEATURES, APPLICATIONS, TECHNOLOGIES OR FUNCTIONALITIES OFFERED BY US ON THE ACCLARA<sup>SM</sup> WEBSITE (COLLECTIVELY THE “ACCLARA<sup>SM</sup> SERVICES”).** ACCLARA<sup>SM</sup> MAY AMEND THIS POLICY AT ANY TIME BY POSTING A REVISED VERSION ON OUR WEBSITE. THE REVISED VERSION WILL BE EFFECTIVE AT THE TIME WE POST IT.

### **I. How we collect information about you**

When you visit the ACCLARA<sup>SM</sup> Website or use the ACCLARA<sup>SM</sup> Services, we collect information sent to us by your computer, mobile phone or other access device. This information may include your IP address, device information including but not limited to identifier, name and type, operating system, location, mobile network information and standard web log information, such as your browser type, traffic to and from our site and the pages you accessed on our website.

If you register on the ACCLARA<sup>SM</sup> Website or use the ACCLARA<sup>SM</sup> Services, we may collect the following types of information:

- Contact information - your name, address, phone, email, Skype ID and other similar information.
- Financial information - the full bank account numbers and/or credit card numbers that you might give us when you use the ACCLARA<sup>SM</sup> Services.

Before permitting you to use the ACCLARA<sup>SM</sup> Services, we may require you to provide additional information we can use to verify your identity or address or manage risk, such as your date of birth, social security number or other information. We may also obtain information about you from identity verification services.

When you use the ACCLARA<sup>SM</sup> Services, we collect information about your transactions and your other activities on the ACCLARA<sup>SM</sup> Website, application or when using the ACCLARA<sup>SM</sup> Services and we may collect information about your computer or other access device for fraud prevention purposes.

You may choose to provide us with access to certain personal information stored by third parties such as social media sites (such as Facebook and Twitter). The information we have access to varies by site and is controlled by your privacy settings on that site and your authorization. By authorizing ACCLARA<sup>SM</sup> to have access to this information, you agree that ACCLARA<sup>SM</sup> may collect, store and use this information in accordance with this Privacy Policy.

In order to help protect you from fraud and misuse of your personal information, we may collect information about your use and interaction with the **ACCLARA<sup>SM</sup>** Website or the **ACCLARA<sup>SM</sup>** Services. For example, we may evaluate your computer, mobile phone or other access device to identify any malicious software or activity that may affect the availability of the **ACCLARA<sup>SM</sup>** Services.

Finally, we may collect additional information from or about you in other ways such as contacts with our customer support team or results when you respond to a survey.

## **II. How we use cookies**

When you access the **ACCLARA<sup>SM</sup>** Website or content or use the **ACCLARA<sup>SM</sup>** Services, we or companies we work with, may place small data files called cookies or pixel tags on your computer or other device. We use these technologies to recognize you as a customer of an **ACCLARA<sup>SM</sup>** client or as an **ACCLARA<sup>SM</sup>** customer, customize the **ACCLARA<sup>SM</sup>** Services, content and advertising, measure promotional effectiveness, collect information about your computer or other access device to mitigate risk, help prevent fraud and promote trust and safety.

We use both session and persistent cookies when you access the **ACCLARA<sup>SM</sup>** Website. Session cookies expire and no longer have any effect when you log out of the **ACCLARA<sup>SM</sup>** Website or close your browser. Persistent cookies remain on your browser until you erase them or they expire.

We also use Local Shared Objects, commonly referred to as "Flash cookies", to help ensure that your **ACCLARA<sup>SM</sup>** Website security is not compromised, to spot irregularities in behavior to help prevent fraud and to support the **ACCLARA<sup>SM</sup>** Website and **ACCLARA<sup>SM</sup>** Services.

We encode our cookies so that only we can interpret the information stored in them. You are free to decline our cookies if your browser or browser add-on permits, but doing so may interfere with your use of the **ACCLARA<sup>SM</sup>** Website. The help section of most browsers or browser add-ons provides instructions on blocking, deleting or disabling cookies.

You may encounter **ACCLARA<sup>SM</sup>** cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application. Likewise, these third parties may place cookies or pixel tags that are not subject to our control and the **ACCLARA<sup>SM</sup>** Privacy Policy does not cover their use.

## **III. How we protect and store personal information**

Throughout this policy, we use the term "personal information" to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been anonymized or de-identified so that it does not identify a specific user.

We store and process your personal information on our computers in the US where **ACCLARA<sup>SM</sup>** facilities or our service providers are located, and we protect it by maintaining physical, electronic and procedural safeguards in compliance with applicable US federal and state regulations. We use computer safeguards such as firewalls and data encryption, we enforce physical access controls to our buildings and files, and we authorize access to personal information only for those employees who require it to fulfill their job responsibilities.

## **IV. How we use the personal information we collect**

Our primary purpose in collecting personal information is to provide you with a secure, smooth, efficient, and customized experience. We may use your personal information to:

- provide the **ACCLARA<sup>SM</sup>** Services and customer support you request;
- process transactions and send notices about your transactions;
- resolve disputes, collect fees, and troubleshoot problems;
- prevent potentially prohibited or illegal activities, and enforce our Disclaimer, Acceptable Use and Copyright Policy;
- customize, measure, and improve the **ACCLARA<sup>SM</sup>** Services and the content and layout of the **ACCLARA<sup>SM</sup>** Website and applications;
- deliver service update notices
- compare information for accuracy and verify it with third parties.

## **V. Marketing**

We don't sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We may combine your information with information we collect from other companies and use it to improve and personalize the **ACCLARA<sup>SM</sup>** Services content.

## **VI. How we share personal information with respect to completing transactions on the ACCLARA<sup>SM</sup> Website**

To process your payments, we may share some of your personal information with the person or company that you are paying. Your contact information, and date of sign-up and other information may be shared with third parties when you use these third parties to access the **ACCLARA<sup>SM</sup>** Services. Unless you have agreed to it, these third parties are not allowed to use this information for any purpose other than to enable the **ACCLARA<sup>SM</sup>** Services.

If you are using the **ACCLARA<sup>SM</sup>** Services, we may also provide your confirmed credit card billing address to help complete your transaction on the **ACCLARA<sup>SM</sup>** Website. This information may not be used to market their services to you unless you have agreed to it. If a payment you make fails, or is later invalidated, we may also provide interested third parties with details of the unsuccessful payment.

We work with third parties, including merchants, to enable them to accept or facilitate payments from or to you. In doing so, a third party may share information about you with us, such as your email address or mobile phone number to inform you that a payment is received from you or when you attempt to pay that merchant or through that third party. We use this information to confirm that a payment is received from you and to send you notification that your payment is received. Please note that other merchants you buy from and contract with have their own privacy policies, and **ACCLARA<sup>SM</sup>** may not be held responsible for their operations, including, but not limited to, their information practices.

Regardless, we will not disclose your credit card number or bank account number to anyone you have paid through the **ACCLARA<sup>SM</sup>** Website or with the third parties that offer or use the **ACCLARA<sup>SM</sup>** Services, except with your express permission or if we are required to do so to comply with credit card rules, a subpoena or other legal process.

## **VII. How we share personal information with other parties**

We may share your personal information with:

- Employees of **ACCLARA<sup>SM</sup>** to provide products and services (like registration, transactions and customer support), to help detect and prevent potentially illegal acts and violations of our policies, and to guide decisions about our products, services and communications. We will not use this information to send you marketing communications.



- Service providers under contract who help with parts of our business operations such as fraud prevention, bill collection, and technology services. Our contracts dictate that these service providers only use your information in connection with the services they perform for us and not for their own benefit.
- Credit bureaus to report account information, as permitted by law.
- Banking partners as may be required by credit card association rules.
- Companies that we plan to merge with or be acquired by. (Should such a combination occur, we will require that the new combined entity follow this privacy policy with respect to your personal information. If your personal information could be used contrary to this policy, you will receive prior notice.)
- Law enforcement, government officials, or other third parties when
  - we are compelled to do so by a subpoena, court order or similar legal procedure
  - we need to do so to comply with law or credit card rules
  - we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our Terms of Use Agreement.
- Other third parties with your consent or direction to do so.

**ACCLARA<sup>SM</sup>** will not sell or rent any of your personal information to third parties for their marketing purposes and will only share your personal information with third parties as described in this policy.

If you create a website registration directly on a third party website or via a third party application, any information that you enter on that website or application (and not directly on the **ACCLARA<sup>SM</sup>** Website) will be shared with the owner of the third party website or application and your information may be subject to their privacy policies.

### **VIII. How you can contact us about privacy questions**

If you have questions or concerns regarding this policy, you should contact us by writing to us at **ACCLARA<sup>SM</sup>**, Attn: **ACCLARA<sup>SM</sup>** Website Privacy Group, 13201 Northwest Freeway, Suite 600, Houston, Texas 77040.

This Privacy Policy covers only information that is collected through the **ACCLARA<sup>SM</sup>** Website as defined above, and does not cover information that may be collected through other websites, mobile applications or downloadable software, including without limitation, other websites owned by or under the control or operation of **ACCLARA<sup>SM</sup>**.

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**TERMS AND CONDITIONS OF USE**

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**PLEASE READ THIS WEBSITE USER AGREEMENT AND THE OTHER LEGAL AGREEMENTS CAREFULLY. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS THIS WEBSITE. BY ACCESSING THIS WEBSITE, YOU, THE USER (YOU, YOUR AND/OR THE “USER”) AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW AND AS SET FORTH IN THE LEGAL AGREEMENTS. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE AT ANY TIME WITH PROPER NOTICE AS PROVIDED IN THIS AGREEMENT. ANY CHANGES WILL BE INCORPORATED INTO THE TERMS AND CONDITIONS POSTED TO THIS WEBSITE FROM TIME TO TIME. ADDITIONALLY, BY ACCESSING AND/OR USING THIS WEBSITE YOU AGREE THAT ACCLARA<sup>SM</sup> IS SOLELY RESPONSIBLE FOR THE CONTENT OF THE WEBSITE AND THE CLIENT(S) OF ACCLARA<sup>SM</sup> ARE NOT RESPONSIBLE FOR THE CONTENT, FUNCTIONALITY, PRIVACY PROTECTIONS AND DATA SECURITY PROVIDED BY THIS WEBSITE; NOR ARE THEY RESPONSIBLE FOR ANY DATA THEFT, FINANCIAL THEFT, IDENTITY THEFT OR SERVICE/HARDWARE DISRUPTION AND/OR MALFUNCTION THAT MAY OCCUR FROM THE USE OF THIS WEBSITE. ACCESS TO, THE USE OF, AND THE TRANSFERENCE OF ALL INFORMATION THROUGH THIS WEBSITE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE LEGAL AGREEMENTS.**

**I. A. THE INFORMATION ON THIS WEBSITE IS FOR INFORMATION PURPOSES ONLY. IT IS BELIEVED TO BE RELIABLE, BUT ACCLARA<sup>SM</sup> DOES NOT WARRANT ITS COMPLETENESS, TIMELINESS OR ACCURACY. THE HEADINGS AND SUBHEADINGS BELOW ARE FOR REFERENCE ONLY AND DO NOT LIMIT THE SCOPE OF EACH SECTION.**

**B. USE OF THIS WEBSITE, INCLUDING WITHOUT LIMITATION ANY PATTERNS OR CHARACTERISTICS CONCERNING YOUR INTERACTION WITH IT, MAY BE MONITORED, TRACKED AND RECORDED. YOU AND/OR ANYONE USING THIS WEBSITE ON YOUR BEHALF OR AT YOUR DIRECTION EXPRESSLY CONSENTS TO SUCH MONITORING, TRACKING AND RECORDING.**

**II. A. If you do access the Website and/or the ACCLARA<sup>SM</sup>Services, this Website User Agreement is a contract between you and ACCLARA<sup>SM</sup>and applies to your use of the various services provided by ACCLARA<sup>SM</sup>(the “ACCLARA<sup>SM</sup>Services”) on the ACCLARA<sup>SM</sup>Website. TO USE THE ACCLARA<sup>SM</sup> WEBSITE OR THE ACCLARA<sup>SM</sup> SERVICES YOU MUST READ, AGREE WITH AND AFFIRMATIVELY ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. IN ADDITION, YOU MUST READ, AGREE WITH AND AFFIRMATIVELY ACCEPT (i) ACCLARA<sup>SM</sup> PRIVACY POLICY COVERING THE WEBSITE AND (ii) THE**

**ACCLARA<sup>SM</sup> DISCLAIMER, ACCEPTABLE USE AND COPYRIGHT POLICY. YOU CONFIRM YOUR ACCEPTANCE OF THIS AGREEMENT AND THE LEGAL AGREEMENTS, AND EACH OF THEM, BY USING THE ACCLARA<sup>SM</sup> WEBSITE AND/OR THE ACCLARA<sup>SM</sup> SERVICES ON THE WEBSITE. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS OR USE THIS WEBSITE OR THE ACCLARA<sup>SM</sup> SERVICES.**

**B. ACCLARA<sup>SM</sup>** may amend this Agreement, and/or any of the Legal Agreements, at any time by posting a revised version on the Website. The revised version will be effective at the time we post it. In addition, if the revised version includes a substantial change, **ACCLARA<sup>SM</sup>** will provide 30 days' prior notice by posting notice on the Website.

**C. THIS IS AN IMPORTANT DOCUMENT WHICH YOU MUST CONSIDER CAREFULLY WHEN CHOOSING WHETHER TO USE THE ACCLARA<sup>SM</sup> SERVICES. AS STATED ABOVE, YOU CONFIRM YOUR ACCEPTANCE OF THIS AGREEMENT AND THE LEGAL AGREEMENTS BY USING THE ACCLARA<sup>SM</sup> WEBSITE AND/OR THE ACCLARA<sup>SM</sup> SERVICES ON THE WEBSITE.**

**III. Accessing the Website through a different website:** Many **ACCLARA<sup>SM</sup>** Website Users are directed to this Website through a link on a specific website (the “**ACCLARA<sup>SM</sup>** Customer site”) that is not a **ACCLARA<sup>SM</sup>** Website and is not operated and/or controlled by **ACCLARA<sup>SM</sup>** but is the website of a specific **ACCLARA<sup>SM</sup>** Client the “Client Site”). To the extent that you accessed the **ACCLARA<sup>SM</sup>** Website through the use of a link on a Client Site, to induce **ACCLARA<sup>SM</sup>** to allow your use of the **ACCLARA<sup>SM</sup>** Website, you specifically represent that you have agreed to and are in compliance with the terms of use and disclaimers and privacy policies of the Client Site and you further agree that upon your use of the link on the Client Site to the **ACCLARA<sup>SM</sup>** Website, **ACCLARA<sup>SM</sup>** shall not have any liability to you with respect to any document, representation, service, product or anything else accessible on the Client Site, whether accessed through the **ACCLARA<sup>SM</sup>** Website or otherwise. By way of example only, should a Client Site disclaim the accuracy of information with respect to the Client Site, such disclaimer shall apply equally to **ACCLARA<sup>SM</sup>**.

**IV. ACCLARA<sup>SM</sup> is Only a Payment Service Provider.** **ACCLARA<sup>SM</sup>** helps you make payments to certain **ACCLARA<sup>SM</sup>** Clients who are in a contract relationship with **ACCLARA<sup>SM</sup>** with respect to payments made through the **ACCLARA<sup>SM</sup>** Website, including your payments. **ACCLARA<sup>SM</sup>** is an independent contractor for all purposes and only facilitates your ability to make payments. **ACCLARA<sup>SM</sup>** does not ever have possession of, or custody of, any of your funds, at any time. **ACCLARA<sup>SM</sup>** does not have control of, or liability for, the products or services that are paid for through the **ACCLARA<sup>SM</sup>** Website and/or the **ACCLARA<sup>SM</sup>** Services. **WHEN USING THE ACCLARA<sup>SM</sup> SERVICES, PAYMENTS MADE ON OR FOR YOUR ACCOUNT MAY BE REVERSED AT A LATER TIME, FOR EXAMPLE, IF SUCH A PAYMENT IS SUBJECT TO A CHARGEBACK, REVERSAL OR IS OTHERWISE INVALIDATED. ACCORDINGLY, ACCLARA<sup>SM</sup> DOES NOT GUARANTEE THE COMPLETION OF A PAYMENT TRANSACTION IN ANY RESPECT EXCEPT THAT A VALID PAYMENT THAT YOU MAKE THROUGH THE ACCLARA<sup>SM</sup> WEBSITE WILL BE DELIVERED TO THE ACCLARA<sup>SM</sup> CLIENT TO WHOM YOU PROPERLY DIRECT IT.**

**V. Your Privacy.** Protecting your privacy is very important to **ACCLARA<sup>SM</sup>**. Please review our Privacy Policy carefully in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your Information.

**VI. Intellectual Property.** “**ACCLARA<sup>SM</sup>**”, “**Acclara Solutions**”, and all logos related to **ACCLARA<sup>SM</sup>** or the **ACCLARA<sup>SM</sup>** Services or which are located on the **ACCLARA<sup>SM</sup>** Website are either service marks or registered service marks of **ACCLARA<sup>SM</sup>**. You may not copy, imitate or use them without

**ACCLARA<sup>SM</sup>**'s prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of all logos related to **ACCLARA<sup>SM</sup>** or the **ACCLARA<sup>SM</sup>** Services or which are located on the **ACCLARA<sup>SM</sup>** Website are either service marks or registered service marks of **ACCLARA<sup>SM</sup>**. You may not copy, imitate, or use them without our prior written consent. All right, title and interest in and to the **ACCLARA<sup>SM</sup>** Website, any content thereon, the **ACCLARA<sup>SM</sup>** Services, the technology related to the **ACCLARA<sup>SM</sup>** Services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of **ACCLARA<sup>SM</sup>** and/or its Clients/licensors. Other noted words and/or symbols which are or may comprise trademarks or service marks, used to identify the source of goods and/or services other than **ACCLARA<sup>SM</sup>**, are or may be the trademarks or service marks and/or property of their respective owners, including without limitation, Clients, and no ownership right of any sort is claimed by **ACCLARA<sup>SM</sup>**. You may not copy, imitate, or use them without the prior written consent of the owner.

**VII. Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without **ACCLARA<sup>SM</sup>**'s prior written consent which may be withheld for any reason. **ACCLARA<sup>SM</sup>** reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

**VIII. Password Security and Keeping Your Email and Address Current.** You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes in your possession that you use to access the **ACCLARA<sup>SM</sup>** Services or the **ACCLARA<sup>SM</sup>**. If you use a credit or debit card with respect to the **ACCLARA<sup>SM</sup>** Website or **ACCLARA<sup>SM</sup>** Services, you should also carefully safeguard this card.

**IX. Notices:**

**A. Notices to You.** You agree that **ACCLARA<sup>SM</sup>** may (but is not obligated to) provide you Communications about your use of the **ACCLARA<sup>SM</sup>** Services electronically in the event an email address has been provided. Keeping you informed about your status with respect to the **ACCLARA<sup>SM</sup>** Services is very important to **ACCLARA<sup>SM</sup>**. Any electronic communications will be considered to be received by you within 24 hours of the time we email it to you. Any communications sent to you by postal mail will be considered to be received by you 3 business days after we send it. You further agree that any change to any of the Legal Agreements will be effective and binding upon the User 30 days after the date a notice of such change is posted on the Website in the Legal Agreements section of the Website.

**B. Notices to ACCLARA<sup>SM</sup>.** Notice to **ACCLARA<sup>SM</sup>** must be sent by postal mail to: **ACCLARA<sup>SM</sup>**, 13201 Northwest Freeway, Suite 600, Houston, Texas 77040, Attention: Website Administrator. Any notice sent to **ACCLARA<sup>SM</sup>** by postal mail will be considered to be received by us 3 business days after you send it.

**X. Website Use Eligibility.**

**A. Eligibility.** To be eligible to use the **ACCLARA<sup>SM</sup>** Services, you must be at least 18 years old and a resident of the United States. This Agreement applies only to eligible Users who are residents of the United States. If you are a resident of another country, you may not access the **ACCLARA<sup>SM</sup>** Website. If you are not an eligible user, you may not access the **ACCLARA<sup>SM</sup>** Website.

**B. Identity Authentication.** You authorize **ACCLARA<sup>SM</sup>**, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information, requiring you to provide your date of birth, the last four digits of a taxpayer identification number and other information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your email address or verifying your information against third party databases or through other sources. If you use certain **ACCLARA<sup>SM</sup>** Services, federal law requires that **ACCLARA<sup>SM</sup>**

verify some of your information. **ACCLARA<sup>SM</sup>** reserves the right to deny, suspend, or limit access to the **ACCLARA<sup>SM</sup>** Services in the event we are unable to obtain or verify this information.

**C. Third Party Permissions.** If you grant express permission to a third party to take specific actions on your behalf, either through your use of a third party's product or service or through your **ACCLARA<sup>SM</sup>** Website use, you acknowledge that **ACCLARA<sup>SM</sup>** may disclose the information that is specifically authorized by you to this third party. You also acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement or the Legal Agreements. Further, you acknowledge and agree that you will not hold **ACCLARA<sup>SM</sup>** responsible for, and will indemnify **ACCLARA<sup>SM</sup>** from, any liability arising from the actions or inactions of this third party in connection with the permissions you grant.

## **XI. Payments.**

**A. Payment Method Limitations.** In order to manage risk, **ACCLARA<sup>SM</sup>** may limit the payment methods available for a transaction.

**B. Refused and Refunded Transactions.** When you make a payment, the recipient is not required to accept it. You agree that you will not hold **ACCLARA<sup>SM</sup>** liable for any damages resulting from a recipient's decision not to accept a payment made through the **ACCLARA<sup>SM</sup>** Services. Any unclaimed, refunded or denied payment will be returned to the original payment method within 30 days of the date you initiated payment.

**C. Merchant Processing Delay.** When you send a payment to certain **ACCLARA<sup>SM</sup>** Clients through **ACCLARA<sup>SM</sup>**, you are providing an authorization to the **ACCLARA<sup>SM</sup>** Client to process your payment and complete the transaction. The payment will be held as pending until the **ACCLARA<sup>SM</sup>** Client processes your payment. Some of the **ACCLARA<sup>SM</sup>** Clients may delay processing your payment. In such an instance, your authorization will remain valid for up to 30 days.

**D. Accuracy of Information.** You are solely responsible for confirming the accuracy of the information you provide about each payment you send, including the account information and the amount of the transaction.

**E. ACCLARA<sup>SM</sup> Mobile.** **ACCLARA<sup>SM</sup>** Mobile (not yet available) allows you to access certain **ACCLARA<sup>SM</sup>** Services through your mobile phone. **ACCLARA<sup>SM</sup>** Mobile is not available at this time and when available, may not be available in all countries. If you use **ACCLARA<sup>SM</sup>** Mobile, you are responsible for any fees that your phone service provider charges, such as fees for SMS, data services, and any other fees that your phone service provider may charge. Your phone service provider is not the provider of the **ACCLARA<sup>SM</sup>** Services.

**F. Debit Card Processing.** **ACCLARA<sup>SM</sup>** will process your debit card funded transactions, at its sole option, through either the ATM debit network or the Visa/MasterCard network.

**XII. Restricted Activities.** In connection with your use of our Website, your Website registration, the **ACCLARA<sup>SM</sup>** Services, or in the course of your interactions with **ACCLARA<sup>SM</sup>** and/or other third parties, you will not:

- a. Breach this Agreement, the Disclaimer, Acceptable Use Policy and Copyright Policy or any other agreement or policy that you have agreed to with **ACCLARA<sup>SM</sup>**;
- b. Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);

- c. Infringe **ACCLARA<sup>SM</sup>**'S or its Clients' or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d. Act in a manner that is defamatory, trade libelous, threatening or harassing;
- e. Provide false, inaccurate or misleading information;
- f. Send what we reasonably believe to be potentially fraudulent funds;
- g. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- h. Use the **ACCLARA<sup>SM</sup>** Services in a manner that **ACCLARA<sup>SM</sup>**, Visa, MasterCard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
- i. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information; use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our Website without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our Website or the **ACCLARA<sup>SM</sup>** Services or the **ACCLARA<sup>SM</sup>** Client Site;
- j. Take any action that may cause us to lose any of the services from our Internet Service Providers, payment processors, or other suppliers;
- k. Use the **ACCLARA<sup>SM</sup>** Services to test credit card behaviors.

**XIII. ACCLARA<sup>SM</sup> Processing Errors.** We will rectify any processing error that we discover. If the error resulted in our not completing a transaction on time or in the correct amount, we will be liable only for your actual losses or damages directly caused by this failure, unless: (a) through no fault of ours, you did not have enough available funds to complete the transaction, (b) our system was not working properly and you knew about the breakdown when you started the transaction, or (c) circumstances beyond our control (such as fire, flood or loss of internet connection) prevented the transaction, despite our reasonable precautions.

**XIV. Disputes with ACCLARA<sup>SM</sup>.**

**A. Contact ACCLARA<sup>SM</sup> First.** If a dispute arises between you and **ACCLARA<sup>SM</sup>**, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and **ACCLARA<sup>SM</sup>** regarding the **ACCLARA<sup>SM</sup>** Services may be reported to Customer Service by calling (713) 429 -6043 from 8 AM to 4 p.m. CST/CDT.

**B. Law and Forum for Disputes.** Except as otherwise agreed by the parties in writing, or as described in Section XIV. A above, you agree that any claim or dispute you may have against **ACCLARA<sup>SM</sup>** must be resolved by a court located in Houston, Harris County, Texas. You agree to submit to the personal jurisdiction of the courts located within Harris County, Texas for the purpose of litigating all such claims or disputes. This Agreement shall be governed in all respects by the laws of the State of Texas, without regard to conflict of law provisions.

**C. No Waiver.** Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

**D. Indemnification.** You agree to defend, indemnify and hold **ACCLARA<sup>SM</sup>**, its members, its managers, officers, directors, agents, joint venturers, employees and/or suppliers harmless from any claim or demand (including attorneys' fees) made or incurred by you and/or any third party due to or arising out of your breach of this Agreement.

**E. Vendor.** **ACCLARA<sup>SM</sup>**, provides its services to Clients pursuant to an agreement with each such Client, from the **ACCLARA<sup>SM</sup>** offices located at 13201 Northwest Freeway, Suite 600, Houston, Texas, 77040.

#### **XV. General Provisions.**

**A. Limitations of Liability.** IN NO EVENT SHALL **ACCLARA<sup>SM</sup>** AND/OR THE MEMBERS, MANAGERS, OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND/OR SUPPLIERS OF **ACCLARA<sup>SM</sup>** BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, THE **ACCLARA<sup>SM</sup>** SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING, WITHOUT LIMITATION NEGLIGENCE). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. OUR LIABILITY, AND THE LIABILITY OF **ACCLARA<sup>SM</sup>'S** MEMBERS, MANAGERS, OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND/OR SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES INCURRED WITH RESPECT TO THE CLAIM.

**B. No Warranty.** THE **ACCLARA<sup>SM</sup>** SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. **ACCLARA<sup>SM</sup>**, THE MEMBERS, OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND/OR SUPPLIERS OF **ACCLARA<sup>SM</sup>** SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. **ACCLARA<sup>SM</sup>** DOES NOT GUARANTEE CONTINUOUS OR UNINTERRUPTED ACCESS TO ANY PART OF THE **ACCLARA<sup>SM</sup>** SERVICES, AND OPERATION OF OUR **ACCLARA<sup>SM</sup>** WEBSITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. **ACCLARA<sup>SM</sup>** WILL MAKE REASONABLE EFFORTS TO ENSURE THAT REQUESTS FOR ELECTRONIC DEBITS AND CREDITS INVOLVING CREDIT CARDS, ARE PROCESSED IN A TIMELY MANNER BUT **ACCLARA<sup>SM</sup>** MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE AMOUNT OF TIME NEEDED TO COMPLETE PROCESSING BECAUSE THE **ACCLARA<sup>SM</sup>** SERVICES ARE DEPENDENT UPON MANY FACTORS OUTSIDE OF OUR CONTROL, SUCH AS DELAYS IN THE BANKING SYSTEM OR THE U.S. OR INTERNATIONAL MAIL SERVICE. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

**C. License Grant.** If you are using the **ACCLARA<sup>SM</sup>** Services and/or are on the **ACCLARA<sup>SM</sup>** Website you agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to **ACCLARA<sup>SM</sup>'s** software are owned by **ACCLARA<sup>SM</sup>**. Any third party software application you use on the **ACCLARA<sup>SM</sup>** Website is subject to the license you agreed to with the third party that provides you with this software. **ACCLARA<sup>SM</sup>** does not own, control nor have

any responsibility or liability for any third party software application you elect to use on the **ACCLARA<sup>SM</sup>** Website and/or in connection with the **ACCLARA<sup>SM</sup>** Services.

**D. Complete Agreement.** This Agreement, along with any applicable policies and agreements on the Legal Agreements page on the **ACCLARA<sup>SM</sup>** Website, sets forth the entire understanding between you and **ACCLARA<sup>SM</sup>** with respect to the **ACCLARA<sup>SM</sup>** Services. Sections I, II, III, IV, X, XI, XII, XIII, XIV and XV as well as any other terms which by their nature should or could be reasonably construed as intended to survive, will survive the termination of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.