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**Terms of Use**

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Terms of Use

TERMS AND CONDITIONS OF USE  
**MEDBILL COMPLIANCE GROUP, INC.**

By accessing or using any of the website (“Site”) of **MedBill Compliance Group, Inc.** (the “Company”) Internet properties including, without limitation, [www.MedBill-Compliance.com](http://www.MedBill-Compliance.com), and any others released by **MedBill Compliance Group, Inc.** From time to time (collectively referred to as the “Company website”) you agree to comply with and be bound by these Terms and Conditions of Use (“Terms of Use”). Please read these Terms of Use carefully as well as the Company’s [Privacy Policy](#) which is incorporated herein by reference. If you do **not agree to these Terms of Use and the Privacy Policy**, you must immediately **terminate** your use of the Company’s Website. **MedBill Compliance Group, Inc.** (“We”, “Us”, “Our”) reserves the right, in its sole discretion, to modify, alter or otherwise update these Terms at any time. Such modifications shall be effective upon posting. By using this website after we have posted notice of such modification, alterations or updates, you agree to be bound by such revised terms.

**1. License Grant.** You are granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use the/our website conditioned to your continued acceptance of, and compliance with, these Terms of Use. You may use the Company’s website and the Company’s Content (as defined below) for your noncommercial personal use and for no other purpose. **MedBill Compliance Group, Inc.** reserves the right to bar, disallow, restrict or suspend any user’s access to the Company’s website, and/or terminate this license at any time for any reason. **MedBill Compliance Group, Inc.** reserves all rights not explicitly granted in these Terms of Use.

**2. License Restrictions.** Unless otherwise expressly stated in these Terms of Use or garnished by the Company’s prior written consent, you may not modify, translate, create derivative works of, copy, distribute, market, display, remove or alter any proprietary notices or labels from, lease, sell, sublicense, clone transfer, decompile, reverse engineer, or incorporate into any information retrieval system (electronic or mechanical), the company’s website, any Company Content (as defined below), or any portion thereof. Further, you may not (i) use the Company Websites for any unauthorized or illegal purpose or activity including, but not limited to, any activity to obtain or attempt to obtain unauthorized access to the Company’s websites, including Company’s Content; (ii) interfere with the proper working of the Company’s websites including, but not limited to, the transmission of any virus, worm, trap door, back door, timer, clock, Trojan horse, or other limiting routine, instruction or design; or (iii) interfere with any other person’s use and enjoyment of the Company’s websites.

**3. Your Acceptance;** Revisions to Terms of Use. The Company websites are available only to individuals who can enter into legally binding contracts under applicable law. These Terms of Use constitute a legally binding agreement between you and **MedBill Compliance Group, Inc.** regarding your use and access to the Company’s websites. By using the Company’s websites you **agree to the Terms of Use.**

**MedBill Compliance Group, Inc.** reserves the right to revise these Terms of Use at any time in its sole discretion by posting revised Terms of Use to the Company’s websites. Your use of the Company’s websites

signifies your acceptance of all the terms and conditions contained within the Terms of Use posted at the time of your use. You will be responsible for regularly reviewing the Terms of Use posted to the Company's websites. No revision to these Terms of Use, including to the Arbitration provision set forth in Section 23, shall apply to a controversy or claim of which the Company had actual notice on or before the date of any such revision.

**4. Company's Policies; Additional Terms and Conditions.** The Company's [Privacy Policy](#), as well as other additional terms and conditions applicable to certain portions to the Company's websites (collectively "Additional Terms and Conditions") are incorporated herein by reference. To the extent that there is a conflict between these Terms of Use and any Additional Terms and Conditions for the activity in which you choose to participate, the Additional Terms and Conditions shall govern

**5. Click-Through Agreements.** Before using certain areas of the Company's websites you may be asked to indicate your acceptance of additional special terms and conditions by clicking a button marked "I Accept" "I Agree" "Okay" "I Consent" or other words or actions that similarly acknowledge your consent or acceptance of a *Click-Through Agreement*. To the extent there is a conflict between these Terms of Use and any Click-Through Agreement for the activity in which you choose to participate; the *Click-Through Agreement* will govern.

**6. Personal Login Information.** Certain features and areas of the Company's websites are available only with registration, login and/or a paid subscription. If you are required to register and select a unique login and password ("Personal Login Information"), you must keep your Personal Login Information confidential. Your Personal Login Information is personal to you and you may not allow any third party to use it under any circumstances. The Company is not liable for any harm caused by or related to the theft, misappropriation, disclosure, or unauthorized use of your Personal Login Information. You must [contact MedBill Compliance Group, Inc.](#) immediately if you become aware of or believe there is or may have been any unauthorized use of your Personal Login Information, or otherwise wish to deactivate your Personal Login Information due to security concerns.

**7. Privacy Policy.** For information about the Company's data protection practices and the Company's use and protection of your personal information, please read the Company's [Privacy Policy](#) which is incorporated into and made a part of these Terms of Use.

**8. User Obligations.** You warrant that you will abide by all applicable local, state, national and international laws and regulations with respect to your use of the websites and not interfere with the use and enjoyment of the Company's websites by other users or with the Company's operation and management of said websites. You will, at all times, provide true, accurate, current, authorized, and complete information when submitting information or materials on the websites, including, without limitation, information required to be provided through a registration form. If any false, inaccurate, untrue, unauthorized or incomplete information is submitted by you, the Company reserves the right to terminate your access and use of the Company's websites. You warrant that you will not impersonate any other person or entity, whether actual or fictitious, when using the Company's websites, or defame or otherwise harm any part including the Company, through your use of the Company websites.

**9. User-Generated Content.** [MedBill Compliance Group, Inc.](#) does not claim ownership of content that you post on or through the Company's websites, such as comments or posts that you submit on forums, blogs, or other websites ("User-Generated Content"). When submitting User-Generated Content, you will abide by the [Code of Conduct](#) which is incorporated herein by reference. You also acknowledge that you alone are fully responsible for the User-Generated Content you submit and that you own or have the rights to use the User-Generated Content. You agree that by submitting the User-Generated Content, you hereby grant to [MedBill Compliance Group, Inc.](#) a perpetual, non-exclusive, fully paid and royalty-free, transferable, sub-

licensable, worldwide license to use, download, duplicate, display, distribute, modify and creative derivative works of the User-Generated Content, subject to the [Privacy & Security Policy](#) of **MedBill Compliance Group, Inc.**

**10. Proprietary Rights.** The content of **MedBill Compliance Group, Inc.** websites includes, without limitation, (i) the Company's trademarks, service marks, logos, brands, and brand names, trade dress and trade names and other distinctive identification (collectively "Company", "Site", "Website Marks"); and (ii) information, data, materials, interfaces, computer code, databases, products, services, software applications and tools, text, images, photographs, audio and video material, and artwork, and (iii) the design, structure, selection, compilation, assembly, coordination, expression, functionalities, applications, look and feel, and arrangement of any content contained in or available through the websites of **MedBill Compliance Group, Inc.** (the items identified in subsections (i) (ii) and (iii) shall be collectively referred to herein as "The Site, "Site" Content"). The Site Content is the property of **MedBill Compliance Group, Inc.**, its licensors, sponsors, partners, advertisers, content providers or other third parties and is protected by law including, but not limited to, United States copyright, trade secret, patent, and trademark law, as well as other state, national and international laws, treaties and regulations. The reproduction, transmission, distribution, sale, publication, broadcast, circulation or dissemination of any Site Content by you, or by you through any other person or entity, is prohibited unless express written consent is exclusively garnished by **MedBill Compliance Group, Inc.** or the owner of such content if Company is not the owner of such content. Any use of the Company's Marks without the express and exclusive written consent/permission is strictly prohibited. You may not alter, delete, obscure or conceal any copyright or other notices appearing within the Site Content, including any such notices appearing on any Company Content. You are permitted to download, transmit, display, print, or reproduce from the Company's websites.

**11. Responsibility for Use of the Internet and Company websites.** Use of the Internet and the Company's websites is solely at your risk and is subject to all applicable local, state, national and international laws and regulations. The Company does not guarantee the confidentiality or security of any communication or other material transmitted to or from the Company websites over the Internet or other communication network. **MedBill Compliance Group, Inc.** shall not be obligated to correct or update the website, the Company Content or the User-Generated Content. **MedBill Compliance Group, Inc.** shall not be liable for omissions, typographical errors, or out-of-date information which may appear on the websites.

**12. Medical Disclaimer.** The Company Content is provided for informational purposes *only* and is not intended as medical advice, or as a substitute for the medical advice of and/or in place of a physician.

**13. Patient Information.** The Company websites, including any public forums which you may access via the Company's websites, may contain confidential PHI ("Patient Information", "Patient History Information"), State and federal laws, as well as ethical and licensure requirements, may impose obligations with respect to patient confidentiality that may limit your ability to receive, disclose, or make use of Patient Information, including transmitting Patient Information to others. See [HIPAA](#) Laws and Guideline for further governing. You warrant that you will comply with all laws that may directly or indirectly govern your retrieval, use, transmission, processing, receipt, reporting, disclosure or storage of Patient Information. You are solely responsible for obtaining and maintaining any patient consents, if applicable, and all other consents or permissions required by law or advisable with respect to your retrieval, use, transmission, processing, receipt, reporting, disclosure or storage of Patient Information. You shall be solely responsible for your retrieval, use or misuse, transmission, processing, receipt, reporting, disclosure or storage of Patient Information.

**14. Third Party Information.** The Website of **MedBill Compliance Group, Inc.** may feature material(s), information, products, and service(s) provided by third parties. Any such information, including but not limited to articles, press clippings, opinions, advice, statements, services, offers, User-Generated Content or

other information made available via third parties such as content providers and other users of the websites are those of the respective third party and not a direct representation of **MedBill Compliance Group, Inc.** and/or its affiliates. The Company makes no representation with respect to, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, or reliability of such third party materials, information, services or products.

**15. Advertisers.** The Websites may contain advertisements of third parties. The inclusion of advertisements on the Company's websites does not imply endorsement of the advertised products or services by **MedBill Compliance Group, Inc.** The company and/or its affiliates shall not be responsible for any loss or damage of any kind incurred as a result of the presence of such advertisements on Websites. Further, the Company shall not be responsible or liable for the statements or conduct of any third party, advertisers appearing on the Company's websites. You shall be solely responsible for any correspondence or transactions you establish with any third-party advertisers.

**16. Links to Third Party websites.** The Company's websites may provide links (including any link through an on-line banner advertisement) to other sites on the Internet for your convenience. These other sites are maintained by third parties over whom **Medill Compliance Group, Inc.** exercises no control. The appearance of any such third party links (provided by MedBill Compliance Group, Inc., its designee and/or any third party) is not intended to endorse any particular company or product. If you decide to access any of the third party sites linked to and/or in conjunction with the Company's websites, you do so entirely at your own risk.

**17. Links to all Company Content.** Links posted by third parties to the Company's websites and/or **MedBill Compliance Group, Inc.** contents may not use the Company's trademark or logo and shall not suggest that **MedBill Compliance Group, Inc.** and/or its affiliates promotes or otherwise endorses any third party products, business relationships, services, causes, campaigns, websites, content, or information. Any links to any portion of the Company's websites shall be the responsibility of the linking party. **MedBill Compliance Group, Inc.** reserves the right to require any linking party to disable or remove any link that violates the company's rights or causes interruption or deterioration of Company Content.

**18. Warranties Disclaimed.** The Company's Websites and content are provided "AS IS" and AS AVAILBLE." Neither the Company, its affiliates, subsidiaries, employees, officer, or trustees nor any of its agents, representatives, suppliers, advertisers, promotional parties, or licensors (collectively "Company Parties") provide any express or implied representation or warranty of any kind, including without limitation, any representation or warranty that (i) the Website or Content, or any results that may be obtained by you, are complete, accurate, reliable or non-infringing; (ii) access to the Company's websites will be uninterrupted, timely, secure, or error free; (iii) the quality of any products, services, information or other material purchased or obtained by you through the Website will meet your expectations; or (iv) Company content will remain unchanged or accessible on the Company's website. All warranties, express or implied, are disclaimed to the fullest extent permitted by law including, without limitation, any warranty of merchant ability, fitness for a particular purpose, and/or non-infringement of intellectual property.

**19. Limitation of Liability.** The Company's parties shall not be liable, and disclaim any liability, for any claim, loss damage, direct or indirect, including, without limitation, compensatory, consequential, incidental, indirect, special, exemplary or punitive damages of any kind whatsoever in connection with, as a result of, or arising (i) out of the use of or inability to use of said Website and/or Company Content; (ii) From any loss of data and/or from any equipment failure; (iv) Out of the procurement of substitute goods or services resulting from any problems with the goods, content and/or services purchased or obtained from the Company's website, or transaction entered into, through or from the Company's websites; (v) From unauthorized access to or alteration of your transmission or data; (vi) From statements or conduct of any third party on the Company's website; (vii) From any delay or failure of said websites arising out of causes beyond the Company's control; (viii) Out of the use of, reference to, or reliance on, the Company content; (ix) Out of any third party materials, information, products and services contained on, or accessed through, the Company's websites (x) Out of any content, materials accuracy of information, and/or quality of the products, services or materials provided by or

advertised on third party websites; or (xi) out of any other matter relating to the company's websites or Company content. In the event you are dissatisfied with, or dispute, these Terms of Use, the Company websites and/or Website Content, your sole right and exclusive remedy is to **terminate** your use of the **MedBill Compliance Group, Inc.** websites, even if that right or remedy is deemed to fail of its essential purpose. You confirm that the Website has no other obligation, liability or responsibility to you or any other party.

**20. Exclusions permitted by law.** Some jurisdictions do not allow the exclusion of certain warranties or condition or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages,. Accordingly, only the above ligations in sections 18 and 19 which are lawful in your jurisdiction will apply to you and the Company's liability will be limited to the maximum extent permitted by law.

**21. Indemnification.** To the fullest extent permitted by law, you shall defend, indemnify, and hold harmless **MedBill Compliance Group, Inc.**, its parties from and against all claims arising from or in any way related to your use of the Company website and/or Company Content. A violation by you via these Terms of Use, or any other actions connected with your use of Company websites and/or its Content, including any liability or expense, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees. **MedBill Compliance Group, Inc.** will provide prompt written notice of any such claims, but failure to provide such notice will not release you from any personal obligations pursuant to this Section except to the extent that you are actually prejudiced by such failure, and will not relieve you from any other liability that you may have to **MedBill Compliance Group, Inc.** and/or its Parties other than under this Section.

**22. Term and Termination.** These Terms of Use will take effect at the time you begin using the Website of **MedBill Compliance Group, Inc.** The Company reserves the right, with or without notice, at any time and for any reason to deny you access to the websites or to any portion thereof, and to terminate these Terms of Use. These Terms of Use will terminate automatically if you fail to comply with the terms set forth herein. You may terminate these Terms of Use at any time by ceasing use of Company website. All applicable provisions of these Terms of Use will survive such termination. Upon termination, you must destroy all copies of any portion of websites content; including any Content you hold possession.

**23. Arbitration; Venue.** Any controversy or claim ("Claim") you have arising out of or relating to these *Terms of Use* shall be resolved by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association under its rules for resolution of commercial disputes. Any such Claim shall be brought solely by you as an individual and not as part of, or as a representative of, a class. The arbitration shall be held in Company jurisdiction of USA, Pennsylvania. All submissions to the arbitrator, the proceedings and the award shall be confidential. The arbitration shall be conducted on an expedited basis with minim discovery. The arbitrator's award shall be final and binding. The courts of the State of Pennsylvania and/or the United States District Court for Pennsylvania shall have exclusive jurisdiction and venue over (i) any action concerning the enforcement of an arbitration award, or (ii) if arbitration is not permitted by law, then any Claim you have arising out of or relating to these Terms of Use. You agree to unconditionally and irrevocably submit to the exclusive jurisdiction and venue of such courts of which you will have no objection to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OF USE. **MedBill Compliance Group, Inc.** reserves all rights and remedies available to it, in law or equity, with respect to any matter relating to these Terms of Use. Neither party shall consent or agree to any arbitration on a class or representative basis. The arbitrator shall have no authority to proceed with arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. Any claim or controversy as to the enforceability of this arbitration provision's restriction on your right to participate in or

pursue class-action or class wide arbitration shall be brought only in the United States District Court for the common wealth of Pennsylvania only in the United States of Pennsylvania.

**24. Governing Law.** These *Terms of Use* and all matters regarding your use of the Company websites shall be governed by, construed in accordance with, and enforced under the laws of the State of Pennsylvania applicable to contracts made and executed and wholly performed in the State of Pennsylvania, without regard to choice of law principles. Neither the Uniform Computer Information Transaction Act nor the United Nations Convention on Contracts for International Sale of Goods applies and their applicability is expressly excluded. Printed copies of any and all agreements and/or notices in electronic form shall be admissible in any legal, investigative or regulatory proceedings.

**25. Waiver and Severability.** The failure of **MedBill Compliance Group, Inc.** and/or its affiliates to exercise or enforce any right or provision in these *Terms of Use* shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.

**26. Complete Agreement.** These Terms of Use, together with any revisions, and any Additional Terms or Conditions incorporated by reference and any Click-through Agreement, constitutes the entire agreement between you and the **MedBill Compliance Group, Inc.** relating to the Company's websites and its use by you, and supersedes any previous written or oral communication regarding use of the Website. The Company Website is intended to be consistent with and in furtherance of the policies and procedures set forth by the Executive Management of **MedBill Compliance Group, Inc.**

**27. Contact Information.** If you have any questions and/or concerns regarding these *Terms of Use* or the Company's websites, please visit our ["Contact Us"](#) page.

**28. Statute of Limitations.** Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Company's website must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.

**29. Use of **MedBill Compliance Group, Inc** Website and Company Content outside of the United States.** The **MedBill Compliance Group, Inc.** makes no claims regarding access or use of website or Website Content outside of the United States. If you use or access Our Website or Website Content outside of the United States, you do so at your own *risk* and are responsible for compliance with the laws and regulations of your jurisdiction as well as these *Terms of Use*.

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