

TERMS AND CONDITIONS OF USE

HipaaRelease LLC is a Minnesota Limited Liability Company. Please read these Terms and Conditions carefully. These Terms and Conditions include the HipaaRelease Privacy Policy. By using this HipaaRelease website (Site), each User expressly agrees to be bound by these Terms and Conditions.

HipaaRelease provides services offered through pages on the Site. These Terms and Conditions constitute a binding agreement between Users and HipaaRelease and are deemed accepted by Users each time they use or access the Site. If Users do not accept the Terms and Conditions stated here, Users should not use the Site.

Violation of these Terms and Conditions may result in Users losing access to use of the Site temporarily or permanently at the sole discretion of HipaaRelease. HipaaRelease retains the right to cancel access to the Site at any time.

- 1. Content. User agrees that it will not submit any inaccurate, misleading, or false information to the HipaaRelease web site. By registering with HipaaRelease, or using the HipaaRelease services, User represents that all information submitted in connection with such registration and use is and will be true and correct. User understands that it is solely responsible for the accuracy of such information. It shall be the User's responsibility to comply with all applicable laws, including HIPAA compliance, for all content placed and reviewed on the HipaaRelease website.
- 2. Access, Sharing, and Distribution of Content. User acknowledges that HipaaRelease personnel will have access to all information submitted and posted on this HipaaRelease Site. The information contained in the User Member Profile ("Member Profile") includes Personally identifiable Information such as, 1) User demographic information (e.g., name, address, phone number, date of birth, and the last four digits of their social security number), 2) User's Authorized Agents names, relationship, two digits of their social security number, state of residence, partial phone number and partial birthday, 3) All uploaded documents which include a HIPAA PHI Release form (PHI Release), a Financial Power of Attorney, a Healthcare Power of Attorney, and a FERPA form ("FORMS"). User expressly consents to the access, distribution, and sharing of their Member Profile by their Authorized Agents, any Healthcare organization employees, any college and university employees, or any individual or organization that receives a link to the User's Member Profile.

3. Use of Services.

HipaaRelease grants Users limited, personal, non-exclusive, and non-transferable access to the Site to use data from the Site and the "PHI Release" on the Site for Users own personal use. Except as otherwise provided herein, Users acknowledge and agree that they have no right to modify, edit, copy, take screenshots, reproduce, reverse engineer, alter, enhance or in any way exploit any of the information on the Site in any manner, except for modifications in filling out the requested information on the Site for Users authorized use. To the maximum extent allowable under applicable law, except as explicitly identified in these Terms and Conditions, Users agree not to publish, re-publish, lend, license, give away, look at, or modify the software source code, post to an Internet web site, or use in an automated system any intellectual property, legal materials, documents, web pages, software, products, web links, email, information, or any other materials provided by or previously provided by

HipaaRelease or the Site. Users agree to only use HipaaRelease materials and the Site as a customer, a prospective customer, an Authorized Agent, or Healthcare Facility personnel.

Users agree to use all Forms for their intended use only. Users may make electronic copies of the Forms for their personal use, and make necessary hard copies (e.g., printed or photocopied) of the Forms for Users personal records and as required for addressing the specific circumstances for which the Forms are intended.

- a. All Users shall use the services in a manner consistent with any and all applicable local, state, national and international laws.
- b. All Users agree that they will not provide inaccurate, misleading, or false information to HipaaRelease.
 - c. All Users agree to use the HipaaRelease system only for its intended purpose.
- d. No Users shall post, copy, transfer or show in any manner any copyrighted or trademarked information without the prior consent of the owner of such proprietary rights.
- e. All Users agree to submit all requested program information to HipaaRelease which is subject to review and uploading by HipaaRelease. Any information that is invalid, inaccurate, or out of date will be removed.
- 4. Legal Advice, Information, and User Responsibility. HipaaRelease is not a law firm and may not perform services performed by a law firm or an attorney. HipaaRelease or any of its employees are not acting as an attorney. Use of the Site does not constitute an attorney client relationship between a User and HipaaRelease or any employee of or other person associated with HipaaRelease. Some of the information on the Site is general legal information and should not be construed as legal advice to be applied to any specific factual situation. The information or use of documents on the Site is not a substitute for the advice of a lawyer. If Users are usure about the information or documents on the Site they should consult a lawyer.
- 5. Disclaimers. HipaaRelease makes no representations regarding the accuracy of any information posted by a User and HipaaRelease shall not be held liable in any manner if any such information is inaccurate, misleading, or false. HipaaRelease does not guarantee or promise any specific results from the use of this web site and/or the HipaaRelease services.
- 6. Lack of Responsibility. HipaaRelease assumes no responsibility for any error or delay in transmission, line failure, theft or destruction or unauthorized access to communications by any Users or third party. HipaaRelease shall not be liable for any damage to computer equipment or software that may occur on account of access to or use of the HipaaRelease web site or downloading of videos, materials, data, text, or images from this web site, whether caused by a virus, bug or otherwise
- 7. Links to Third Party Web Sites. This site is linked to third party web sites. The linked sites are outside the control of HipaaRelease and HipaaRelease shall not be responsible for the contents of any linked site, or any link contained in a linked site. HipaaRelease provides these links only as a convenience, and the inclusion of any link does not imply endorsement or approval by HipaaRelease of the web site.

HipaaRelease shall not be responsible in any manner for the contents of any site linking to the HipaaRelease site.

- 8. Vendors/Advertisers. Any correspondence or business dealings with Vendors or advertisers found on or through this web site, including payment and delivery of related goods or services are solely between the User and such Vendor or advertiser. HipaaRelease shall not be responsible or liable for any loss or damage incurred as the result of such business dealings.
- 9. Proprietary Rights. All Users acknowledge and agree that HipaaRelease owns and retains all proprietary rights in the products and services provided on the Site and this Site.
- 10. LIMITATION OF LIABILITY. HIPAARELEASE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANY USE OF THE HIPAARELEASE WEB SITE OR THE SERVICES, ANY INFORMATION POSTED ON THE WEB SITE OR TRANSMITTED, OR ANY INTERACTIONS BETWEEN USERS OF THE WEB SITE, WHETHER ONLINE OR OFFLINE. HIPAARELEASE SHALL NOT BE LIABLE TO ANY USER OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS ARISING FROM THEIR USE OF THIS SITE OR THE SERVICES.
- 11. INDEMNITY. EACH USER OF THIS WEB SITE AGREES TO INDEMNIFY AND HOLD HIPAARELEASE, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, MANAGERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY LOSS, LIABILITY, CLAIM, OR DEMAND, INCLUDING ITS USE OF THE HIPAARELEASE WEB SITE AND/OR SERVICES IN VIOLATION OF THESE TERMS AND CONDITIONS.
- 12. Disputes. If there is any dispute about or involving this web site and/or the services provided by HipaaRelease, the dispute shall be governed by the laws of the State of Minnesota without regard to its conflict of law provisions. Each User, and any third party using this web site agrees to personal jurisdiction by and venue in the State of Minnesota and the U.S. District Court for the District of Minnesota.
- 13. Amendments and Modifications. HipaaRelease reserves the right to modify or amend these Terms and Conditions at any time. If you have questions or concerns about the Terms and Conditions, please contact our support team at support@hipaarelease.com.
- 14. Payment and Refunds. To access HipaaRelease Services, you must provide credit card information to HipaaRelease as required by the Site. HipaaRelease will charge your credit card in accordance with displayed pricing in return for access to the Site and HipaaRelease Services. Refunds are evaluated on a case-by-case basis.