

Liberate Pro Healthcare –User Agreement

Introduction

LiberateproHealth.com (the Site) is a website portal that offers access to records of patient visits with their healthcare providers (the "Services") provided by Liberate Pro Healthcare Limited, its affiliates or organisations, successors, assigns or licensees, together with any of their respective officers, directors and employees (Liberate). Use of the Site and its Services is governed by the terms and conditions of this agreement (Agreement). Throughout this Agreement, Liberate Pro Healthcare Limited is referred to as we, us and Liberate. Individuals accessing the Site and its Services shall be referred to as You, Your or User(s).

Please read this Agreement carefully before accessing the Site or using the Services.

General Terms and Conditions

All users must be 18 years of age or older or have permission from their parent or legal guardian.

By accepting this Agreement, you warrant that you have fully read and understood this Agreement. Your access and use of the Site and the Services bind you to this Agreement. If you do not agree to this agreement, you may not use the site or the services.

We may modify this Agreement at any time. Any modifications made will be effective immediately upon posting on the Site. You agree to review this agreement posted on the site each time you access the site and/or use the services so that you are aware of any modifications made to the Agreement.

Disclaimer

THE SERVICES AND ANY INFORMATION CONTAINED ON THE SITE OR PROVIDED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. WE WILL REGARD ALL ACCESS TO AND USE OF THIS SITE AND THE SERVICES AS VOLUNTARY AND AT THE SOLE RISK OF THE USER.

This site and its services provide access to your patient visit record (PVR). We advise users to always seek the advice of a physician or other qualified health care provider with any questions regarding personal health or medical conditions. Never disregard, avoid or delay in obtaining medical advice from your doctor or other qualified health care provider because of something you have read on this site or accessed through the services. If you have or suspect that you have a medical problem or condition, please contact a qualified health care professional immediately. If you are in the UK and experiencing an emergency, please dial 999 or 112 or call for emergency medical help on the nearest telephone. If you are outside the UK, please call your local emergency number. Nothing contained in the site is or should be considered, or used as a substitute for, individual medical advice, diagnosis or treatment.

WE MAKE NO WARRANTY OR GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. We do not guarantee continuous, uninterrupted or secure access to the Services, and operation of the site may be interfered with by numerous factors outside of our control.

We do not warrant or guarantee that files available for downloading through the services will be free of infections or viruses, worms, trojan horses or other code that contains contaminating or destructive properties. We cannot and do not guarantee or warrant against errors, omissions, delays, interruptions or losses, including loss of data. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the site or the services, or any part thereof, with or without notice.

Warranties and Limitation of Liability

WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR NONINFRINGEMENT, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICES. WE DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, CORRECTNESS, TIMELINESS OR USEFULNESS OF ANY INFORMATION, PRODUCTS, SERVICES, MERCHANDISE OR OTHER MATERIAL PROVIDED THROUGH THE SERVICES OR ON THE SITE GENERALLY. WE MAKE NO WARRANTY OR GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. LIBERATE IS NOT LIABLE TO ANY USER, OR ANY THIRD PARTY, FOR ANY DECISION MADE OR ACTION TAKEN BY, ANY USER, OR ANYONE ELSE: BASED ON INFORMATION CONTAINED ON THE SITE OR PROVIDED THROUGH THE SERVICES; OR, DUE TO RELIANCE UPON INFORMATION CONTAINED ON THE SITE OR PROVIDED THROUGH THE SERVICES.

Users' Agreement, Postings and User Submissions

By registering to use this site, users will create a personal profile account. You also agree that:

- You will maintain the security of all user identification, password and other confidential information relating to the use of Your account.
- You will not upload or transmit any communications or content of any type that infringes or violates any rights of any party.
- You will not use this site or its services for any purpose in violation of local, state, national or international laws.
- You will not impersonate another person or create any false account information or health record for Yourself or any other person.
- You will not allow any other person or entity to use your identification for any purpose.
- You will indemnify Liberate and any of our affiliates or organisations, and any of our successors, assigns or licensees, together with any of their respective officers, directors and employees, against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party relating to use of the Services, or any breach or violation of this Agreement or any other term or condition contained on the Site.
- You agree to comply with all user responsibilities and obligations as stated in this Agreement. Liberate reserves the right, but is not obligated, to terminating your access to the site or any feature on the site upon any breach of these this agreement.

Indemnity

You agree that you are solely responsible for your activities on this site and that you will defend, indemnify, and hold Liberate, its officers, directors, affiliates, employees, agents,

licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of this agreement and any claims based upon your use of the site and the services.

User Account, Password, and Security

You will create a user name and password (collectively Access Code) as part of the registration process. You are responsible for maintaining the confidentiality of the access code and are fully responsible for all activities that occur under your access code. You are responsible for taking all reasonable steps to ensure that no unauthorised person shall have access to your access code. It is your sole responsibility to:

- Control the dissemination and use of your access code;
- Authorise, monitor, and control access to and use of your records, account and access code; and,
- Promptly inform Liberate of any need to deactivate or reset an access code.

You agree to (a) immediately notify Liberate of any unauthorised use of Your password or account or any other breach of security; and, (b) ensure that you exit from your account at the end of each session. Liberate shall not be liable for any loss or damage arising from your failure to comply with this agreement.

Medical Records Storage

You will have the opportunity to access your PVR and any other records or information submitted by your healthcare provider ("your records"). Liberate will electronically store and maintain your records on a database maintained by or on behalf of Liberate. Electronic storage of your records allows the immediate viewing of your records by you and your authorised health care providers.

You hereby grant Liberate, our employees, officers, directors, agents, and contractors, and all other persons or entities involved in the operation of this site, the right to access, transmit, receive, monitor, retrieve, store, maintain, and use Your Records and any other information You provide in connection with the establishment and maintenance of your Liberate account to provide the services and operate the site, including but not limited to, converting documents received on your behalf to an electronic format, uploading to and delivering your PVR, and maintaining your account.

Disclosure of Protected Health Information

You and your healthcare provider are solely responsible for the accuracy and integrity of any data, reports, and health information submitted to Liberate in connection with this Agreement. Liberate does not assume any responsibility or liability for any information submitted to Liberate or the use or misuse, by you or any third party, of any information transmitted or received using this site or any other site provided by Liberate for the storage and transmission of your records.

You grant Liberate and all other persons or entities involved in the operation of the site and provision of the Services the right to transmit, monitor, retrieve, store and use your information in connection with the operation of the Services. Any information you submit to Liberate or that is submitted to Liberate on your behalf will be communicated using encryption technology. However, Liberate cannot and will not guarantee that: (a) the information, during its transmission, will be protected against loss, misuse or alteration

by third parties; or, (b) access to Your account and any information or data submitted to Liberate will be uninterrupted; or, (c) any encryption technology used by Liberate will not be breached.

Choice of Law and Dispute Resolution

This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the United Kingdom, without giving effect to any conflicts of law provisions. Subject to the last sentence hereof, any controversy, dispute or claim arising out of or related to these Terms of Use shall be settled by final and binding arbitration to be conducted by courts in London, United Kingdom.

Termination

Liberate may, in its sole discretion, terminate your access to the services, or any portion thereof, or discontinue providing the site, or any portion thereof. Liberate may notify you that you have breached the Agreement and your account is being terminated. These actions are in addition to and not in lieu or limitation of any other right or remedy Liberate may have available at law. Liberate shall not be liable to you or any third party for any such termination or discontinuance.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT LIBERATE SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR INJURY, ILLNESS, DISABILITY, LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF LIBERATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICES; (ii) UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Your sole and exclusive remedy for dissatisfaction with this site or with the services will be to stop using the site and/or services.

Assignment

You may not assign or transfer this Agreement, in whole or in part, without our prior written consent, which may be withheld at our sole discretion and any attempt to do so in violation of this section shall be null and void.

Waiver and Severability of Terms

The failure of Liberate to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement shall remain in full force and effect.

No Right of Survivorship and Non-Transferability

You agree that your Liberate account is non-transferable by you and any rights to your Access Code or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

Proprietary Rights

Liberate and/or other applicable rights holders copyright the materials on the Site. You acknowledge and agree that the Site and any necessary software used in connection with the site ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that any content contained in sponsor advertisements or information presented to you through the Site or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorised by Liberate or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the site or the software, in whole or in part. You may download and reprint a single copy of the materials from the site and/or the services for your own personal, non-commercial use only, provided you include all applicable notices and disclaimers. You agree not to modify the software in any manner or form, or to use modified versions of the software, including (without limitation) for the purpose of obtaining unauthorised access to the site. You agree not to access the site by any means other than through the interface that is provided by Liberate for use in accessing the site. You shall not, in whole or in part, adapt, translate, modify, decompile, reverse engineer, or disassemble the site, merge the site into other program material, nor shall you otherwise create or attempt to obtain the source code of the Software.

Collection of Personal Information and Confidentiality

We collect personal information that you choose to share with us when you register to the Site. This information may include your name and e-mail address (for further detail see *Section Privacy Notice*). Information from registration is saved to our database. This enables You to use the personalized features on the site on a recurring basis. This saved information is collected only with your permission and may be updated or deleted by you at any time. If You choose to not provide the information required for registration, you may not register with the site and you will not be able to personalise the site.

Privacy Notice

The Services are provided by us under this Agreement via our website liberatemymyhealth.com.

We process your personal data as described by our Privacy Notice, which is available at [Liberate Health Privacy Notice](#) and which you are requested to read regularly as this may be changed from time to time.

By using the Services, you are consenting to the terms of this agreement and acknowledge that you have read our Privacy Notice.

Amendment

Liberate may modify, amend, and/or alter this Agreement at any time and from time to time with or without notice.

Electronic Acceptance

Electronic acceptance via the site or facsimile signatures and electronic signatures will have the same legal effect as original signatures and are binding on the parties. If this agreement is accepted electronically, by checking the "I agree" box, you have agreed to be bound by all of the terms and conditions of this Agreement.

Complete Agreement

This agreement contains the entire understanding of the parties with respect to the use of the Site and its Services and there are no other written or oral understandings or promises between the parties with respect to the subject matter of this Agreement other than those contained or referenced in this Agreement. Anything contained on the site or its services inconsistent with or conflicting with the terms of this agreement is superseded by the terms of this agreement.

Contact Information

We hope you find the Site helpful and convenient to use.

Contact Us

If You have any comments, concerns or questions about this Agreement, please contact us at:

Portal User

Liberate Pro Healthcare Limited

2 London Wall Place,

London EC2Y 5AU

Email: support@liberateprohealth.com

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