

Secure-Fax™ Customer Agreement

This Customer Agreement is effective on **January 1, 2021**, for current users, and upon acceptance for new users.

This Agreement is between you as an authorized user of the **Secure-Fax™** Service (“Service” as defined below), and MedOfficePro LLC, a Georgia based limited liability company and governs the terms and conditions of your use of the Service.

By using the Service, you further confirm your acceptance of and agree to be bound by this Agreement.

This Agreement includes the terms of this Customer Agreement together with any operating rules, policies, price schedules or other supplemental documents expressly incorporated herein by reference and published from time to time by the Company. This Agreement constitutes the entire agreement between the Company and you regarding the Service and supersedes all prior oral and written communications and agreements between you and the Company regarding the subject matter of this Agreement, except for Customers who have signed independent agreements with special volume based discounted plans or international customers.

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1. Service Description

The Company offers the Service at its website www.Secure-Fax.com (together with other websites owned and operated by the Company, the "medofficepro.com website"). The Service includes but is not limited to: (i) a personal geographical number (a "Secure-Fax Number") that provides for the delivery of faxes to email, the MedOfficePro applications provided by the Company; and (ii) outbound faxing from email, the **Secure-Fax™** website or applications provided by the Company.

2. Service Usage, Liability and Support Terms

a) **Liability:** Except as expressly set forth in this Agreement, each party hereby waives all claims against the other party for incidental, special, or consequential damages to the other, or any third party, except when such damages are caused by gross negligence or willful misconduct. Neither party will be responsible for delays or failures in performance that are the result of service interruptions or other acts or events, all beyond its control, including but not limited to acts of God, governmental actions, terrorist acts, fire, labor difficulties or shortages, civil disturbances, transportation problems, interruptions of power supply or communications, or natural disasters. Client expressly waives all claims against Contractor for any harm or loss arising from any act set forth herein.

b) **Service Level Policy (SLP):** Contractor will provide uptime guarantee and SLP as follows:

- Peak Period: Weekdays (Mon-Fri, 7 a.m. to 10 p.m.): Uptime goal 99.5%
- Peak Period: Weekends (Sat/Sun, 7 a.m. to 10 p.m.): Uptime goal 99%

c) **Support:** Contractor support hours are 8:00 AM EST to 8:00 PM EST. Any user may submit support questions via email as well to support@medofficepro.com. Client can call Support Desk directly also for all support needs at 1.866.510.1111 x11.

3. Fax Storage

While your account is active, fax messages received via your **Secure-Fax™** number will be stored and displayed after a successful and secure login to the website for a period of one year. Regardless of your level of service, you acknowledge that the Company may cease offering this feature or change its practices and/or limitations concerning this feature at any time, including, without limitation, changing the maximum number of days that fax messages will be retained, the maximum number of messages stored at any one time and the maximum storage space allotted on the Company's servers on your behalf. You further agree that the Company has no responsibility or liability whatsoever for any failure or malfunction of this feature, whether or not such failure prevents you from utilizing the feature, including but not limited to the storage or deletion of any faxes. Please contact Support Desk for custom storage options and pricing.

4. Privacy and HIPAA Policy

Company Privacy and HIPAA policy are separately posted on the **Secure-Fax™** portal.

5. Termination and Rights

a) Either you or the Company may terminate your Service at any time, with or without cause, upon notice. In order to provide notice to the Company, **Secure-Fax™** customers may call Support Desk at 1-866-510-1111 x11 or email us at support@medofficepro.com. A Support Desk representative will assist you with canceling your account in accordance with the Company's verification procedures as such procedures may be changed by the Company in its sole discretion.

Upon termination of your account, the Company will send you an email confirming that your account has been canceled. Your account will not be deemed canceled unless and until you receive this email. The Company reserves the right to terminate or suspend your Service without prior notice for any reason, provided that the Company will attempt to confirm such termination or suspension by subsequent notice.

- b) **SATISFACTION GUARANTEE:** If you are not satisfied for any reason and decide to terminate the service during trial period within 30 days, the company will not charge you.
- c) **UNABLE TO PROCESS CHARGES TO CREDIT CARD:** If the Company is unable to charge to your credit card account on file at any time, your account will be suspended. If you fail to make the payment due within 30 days, your account will be terminated, and fax number will be released for other users.

6. Customer Responsibilities

You are fully responsible for the contents of your transmissions through the Service. The Company simply acts as a passive conduit for you to send and receive information of your own choosing. However, the Company reserves the right to take any action with respect to the Service that the Company deems necessary or appropriate in its sole discretion, if the Company believes you or your information may create liability for the Company, compromise or disrupt the Service for you or other customers or cause the Company to lose (in whole or in part) the services of the Company's ISPs or other suppliers. Your use of the Service is subject to all applicable local, state, national and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination, securities or false advertising).

You agree: (1) to comply with all laws regarding the transmission of technical data exported from any country through the Service; (2) not to use the Service for any illegal purpose; (3) not to interfere with or disrupt networks connected to the Service; (4) to comply with all regulations, policies and procedures of networks connected to the Service; (5) not to use the Service to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (6) not to use the Service or related software to knowingly transmit misleading or inaccurate caller identification information for any reason, including doing so with the intent to defraud, cause harm, or wrongfully obtain anything of value; and (7) not to transmit or upload through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. You further agree not to transmit or upload any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. The Service makes use of the Internet for you to send and receive information of your own choosing. As a result, your conduct is subject to Internet regulations, policies and procedures. You agree not to use or reference the Service for chain letters, junk fax or junk mail, spamming or any activity making use of distribution lists to any person who has not given specific permission to be included in such a process or on such list. You further agree not to attempt to gain unauthorized access to other computer systems.

You must (a) obtain and pay for all equipment and third-party services (e.g., Internet access and email service) required for you to access and use the Service; (b) maintain the security of your PIN/password and other confidential information relating to your Service account; (c) immediately

notify the Company of any unauthorized use of your account or any other breach of security known to you; and (d) be responsible for all charges resulting from use of the Service, including unauthorized use prior to your notifying the Company of such use and taking steps to prevent its further occurrence.

7. Customer Representations.

You represent and warrant that you are at least 18 years of age or, as applicable, the age of majority in the country, state or province in which you reside, and that you possess the legal right and ability to enter into this Agreement. You agree to be financially responsible for your use of the Service (as well as for use of your account by others, including, without limitation, minors living with you) and to comply with your responsibilities and obligations as stated in this Agreement.

8. Modifications to Customer Agreement.

The Company may automatically amend this Agreement at any time by (a) posting a revised Customer Agreement on the Secure-Fax website (www.secure-fax.com) or MedOfficePro website (www.medofficepro.com), or (b) sending information regarding the amendment to the email address you provide to the Company. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SECURE-FAX AND MEDOFFICEPRO WEBSITE TO OBTAIN TIMELY NOTICE OF SUCH AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUED USE OF THE SERVICE AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU. Otherwise, this Agreement may not be amended except in writing signed by both you and the Company.

9. Modifications to the Service.

The Company reserves the right to modify or discontinue the Service with or without notice to you. The Company shall not be liable to you, or any third party should the Company exercise its right to modify or discontinue the Service.

10. Member Account, PIN/Password and Security.

You are entirely responsible for maintaining the confidentiality of your Password and account information.

11. Disclaimer of Warranties and Limitation of Liability.

- a. All company software and the service is/are provided "as is", and neither the company nor any of its affiliates, licensors or service providers makes any express or implied representations or warranties to you regarding the usability, condition or operation thereof. The company does not warrant that access to or use of company software or the service will be uninterrupted or error-free, or that company software or the service will meet any particular criteria of performance or quality. The company and each of its affiliates, licensors and service providers expressly disclaim all implied warranties, including without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security or accuracy.
- b. Your use of all the company software and the service is at your own risk. You assume full responsibility and risk of loss resulting from your downloading, uploading, and/or use of files or other material (including the company software) obtained either directly or indirectly from the company or its affiliates, or loss resulting from unauthorized access to or alteration of your transmissions, data or files uploaded, hosted or transmitted via the large file send feature, even if advised of the possibility of such damages, whether arising under any theory of contract, tort (including negligence), strict liability or otherwise. In addition, you agree that neither the

company nor any of its affiliates, licensors or service providers will be liable for damages, whether direct or indirect (including consequential or special damages), arising out of your use of or inability to use company software or the service, and you hereby waive any claims with respect thereto, whether based on contractual, tort or other grounds, even if the company or any such affiliate, licensor or service provider has been advised of the possibility of damages. The entire liability of the company and its affiliates, licensors and service providers and your exclusive remedy with respect to the use of company software and the service or any breach of this agreement are limited to the lesser of: (i) the amount actually paid by you for access to and use of the software or the service in the two (2) months preceding the date of your claim or (ii) US \$500.00. You hereby release the company and each of its affiliates, licensors and service providers from any and all obligations, liabilities and claims in excess of this limitation. Some jurisdictions do not allow implied warranties to be excluded or modified or liability to be limited, so not all of the above limitations may apply to you.

- c. Neither the company nor any of its affiliates, licensors or service providers shall be held responsible in any way or by any means, either directly or indirectly, for any communications difficulties outside of the company's or any such affiliate's, licensor's or service provider's control which could lead to the interruption of data delivery service to your email address, pager, telephone or any other receiving devices or third-party data storage and/or delivery services.
- d. You will not rely on any representation or warranty, expressed or implied, made by any person other than an authorized officer of the company, in evaluating the services or any other services of the company or its affiliates.

12. Pricing Plans

You agree to pay the following charges for Service in accordance with the pricing plan mentioned below.

- **Monthly Fee for dedicated Secure-Fax™ Number:** \$10 per month billed after 30-day trial period.
- **Usage Fee:** \$0.10 per page charged in advance based on estimated usage after trial period of 30 days. Minimum usage cannot be less than 100 pages. Unused pages never expire and cannot be refunded. You will be allotted 250 free pages at the time of registration.
- **One-time Porting Fee:** Porting charges for your existing number - \$25 per number.

***NOTE:** The first charge on your credit card will be billed after 30 days trial period. You will be charged \$10 for monthly fee for Secure-Fax™ number for one month and dollar amount for estimated usage per month. (If your monthly estimated usage is 200 pages, your credit card will be charged \$20 for usage and 200 pages will be credited to your account.)*

The Company reserves the right to charge sales or other taxes on the Service as required by law. Company reserves the right to change prices or institute new charges for access to or use of the Service, including a discounted service.

The Company may amend your pricing plan, including any charges thereto, at any time either by posting pricing plan changes on our website, or by sending information regarding the pricing plan changes to the email address you provided to the Company. You are responsible for regularly reviewing such pricing information. Continued use of the Service, or non-termination of your

account, after changes are either posted or emailed to you constitutes your acceptance of the prices as modified.

If you have questions regarding any charges that have been applied to your account, you must contact the Company's Support Desk by email or Telephone within thirty (30) days of the charge date. Failure to do so will waive your ability to dispute such charges. Failure to use your account will not be deemed a basis for refunds

a. Payment for the Service

Your monthly service fees, as applicable, are payable in advance and are COMPLETELY NON-REFUNDABLE. You agree that for monthly subscriptions, the Company may submit charges for your monthly service fee each month, without further authorization from or notice to you, until you provide prior notice (in accordance with the Company's verification procedures, as may be established by the Company from time to time in its sole discretion) that you have terminated this authorization or wish to change your designated card(s). Such notice will not affect charges submitted before the Company reasonably could act on your notice. If you add **Secure-Fax™** Numbers to an existing Service account, your first payment for such additional **Secure-Fax™** Numbers may be prorated to coincide with the monthly anniversary of your first **Secure-Fax™** Number. You agree that the Company may (at its option) accumulate Service fees incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that the Company may delay obtaining authorization from your card issuer until submission of the accumulated charge(s). This means that accumulated Service fee charges may appear on the statement you receive from your card issuer.

Your usage charges, and monthly Service fees, as applicable, must be made by the credit or debit card(s) designated by you for the Company use and transactions. If your Service account is a qualified business account approved by the Company for corporate billing, charges will be accumulated, identified by customer identification number and may be invoiced on a monthly basis. If the payment method for your Service account is by credit or debit card and payment is not received by the Company from the card issuer or its agent or affiliate, you agree to pay all amounts due upon demand by the Company. Each time you use the Service, or allow or cause the Service to be used, you agree and reaffirm that the Company is authorized to charge your designated card(s). Your card issuer's agreement governs your use of your designated card in connection with payment for the Service, and you must refer to such agreement (not this Agreement) with respect to your rights and liabilities as a cardholder.

b. Usage Charges

Additional charges apply when you exceed the number of inbound or outbound fax pages included in your Service. Usage fees are payable in advance at a fixed amount as set from time to time by the Company. You may choose to increase the size of your Usage Prepay Amount by logging into your account at the **Secure-Fax™** Website. The Usage Prepay Amount will be immediately and automatically charged to your credit or debit card without further authorization from you upon incurring usage in excess of the number of inbound or outbound fax pages included in your Service tier (or, in the event you are provided with a free usage credit, upon your depletion of such credit).

Furthermore, in the event that the Company submits charges for your monthly service fee and those charges are rejected by your card issuer (or its agent or affiliate), you hereby authorize the

Company to apply your Usage Prepay Amount to pay for some or all of your monthly service fee due.

You agree that the Company may submit charges for the Usage Prepay Amount without further authorization from or notice to you, until you provide prior notice (in accordance with the Company's verification procedures, as may be established by the Company from time to time in its sole discretion) that you have terminated or canceled your Service or wish to change your designated card(s). Such notice will not affect charges submitted before the Company reasonably could act on your notice.

Upon your giving the Company notice that you have terminated or canceled your Service, or if the Company should terminate or cancel your Service or account in accordance with the provisions herein, the unused portion of your Usage Prepay Amount (if any) will be applied toward any outstanding charges, and any remaining portion of your Usage Prepay Amount will be forfeited and non-refundable.

c. Late Fees

A late fee of \$10.00 may be charged to your account each time full payment of your outstanding balance is not received by the payment due date. You agree that the Company may submit charges for late fees without further authorization from or notice to you, until you provide prior notice (in accordance with the Company's verification procedures, as may be established by the Company from time to time in its sole discretion) that you have terminated or canceled your Service or wish to change your designated card(s). Such notice will not affect charges submitted before the Company reasonably could act on your notice.

13. Termination for Non-Payment.

The Company reserves the right to suspend or terminate your account and associated Service without notice upon rejection of any credit or debit card charges or if your card issuer (or its agent or affiliate) seeks return of payments previously made to the Company when the Company believes you are liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available to the Company.

14. Ownership.

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising any portion of the Service are wholly owned by the Company, its affiliates and/or its licensors and service providers except where expressly stated otherwise. You may not use the Company's or its affiliates' trademarks, trade names, patents, copyrights or other intellectual property rights without the Company's prior written permission.

15. Rules Regarding Secure-Fax™ Numbers.

You understand and agree that you will have use of the **Secure-Fax™** number(s) provided as part of the services only until the end of the term of your agreement or until the company no longer provides you with services unless you satisfy the provisions in section 20 (a) below. The company is granting you the revocable permission to use such **Secure-Fax™** number(s) in accordance with this agreement for the length of the term of the agreement.

You understand that the company is the customer of record of all **Secure-Fax™** number(s) provided as part of the services and, therefore, the company has certain rights with respect such **Secure-Fax™**

number(s), including without limitation certain rights relating to porting of such **Secure-Fax™** number(s) ("porting" is causing or attempting to cause number(s) to be transferred, switched or otherwise moved to any other service provider, telephone carrier or any other person or entity). As the customer of record for all **Secure-Fax™** number(s), the company has the direct relationship with the telephone company that provides the underlying telecommunications that support the services you receive from the company. You understand and agree that the company is not, itself, a telephone company and is therefore not under any legal obligation to permit you to port any **Secure-Fax™** number(s) provided unless you satisfy the provisions in section 20 (a) below. You understand and agree that you are expressly prohibited from causing or attempting to transfer the **Secure-Fax™** number assigned to you to any other service provider, telephone carrier or any other person or entity unless you satisfy the provisions in section 20 (a) below. In the event, you violate the foregoing provision, you agree to immediately return the **Secure-Fax™** number(s) to the company and pay the company an amount equal to \$500 (which amount may vary outside of the US.). You authorize the company to charge your account credit or debit card or take any other measures required to collect this payment and to cause the **Secure-Fax™** number(s) to be returned to the company. You agree that this payment represents liquidated damages reflecting a reasonable measure of the actual or anticipated harm, damages caused, and administrative fees incurred by the company from such violation in light of the difficulties of proof of loss and that this payment is not a penalty. Some non-US jurisdictions do not allow limitations to be placed on your right to port the **Secure-Fax™** number assigned to you, so some of these limitations may not apply if the **Secure-Fax™** number(s) assigned to you is located in such a jurisdiction.

a. Telephone Numbers Ported In

If you "ported in" any telephone number(s) in connection with your use of service, or you are entitled to "port out" a telephone number under non-US law, you may "port out" such number(s) in connection with terminating your account only if you satisfy the following requirements: (i) You provide written notice to the company of your intention to "port out" such telephone number(s) no later than thirty (30) days after the date of termination of your account (the "porting notice period"); (ii) Your new telephone carrier provides the company's telephone carrier with a duly executed porting request prior to the expiration of the porting notice period; (iii) You have paid the company for all service provided to you prior to the date you provide notice of your intent to terminate your account; and (iv) Prior to the expiration of the porting notice period, the company has received an administrative fee to cover its reasonable costs associated with processing the port in an amount of \$25 (which amount may vary outside of the US) per telephone number. You hereby authorize the company to charge your credit or debit card in the applicable amount for such administrative fee. The porting process can be lengthy; if you would like to maintain your service during the porting process, you must maintain your account in an active status and not terminate your account until the porting out is complete. Regardless of when the port out is complete, you will continue to be responsible to pay all applicable account fees with respect to the telephone numbers until you formally terminate your service. If you fail to satisfy any of the foregoing requirements, the company shall remain the customer of record of the number(s) and you are expressly prohibited from causing or attempting to cause such number(s) to be transferred to any other service provider, telephone carrier or any other person or entity. The company also retains the right to reclaim the number(s) from you after the number(s) are ported out in contravention with these requirements and to charge your credit or debit card the \$500 (which amount may vary outside of the US) in liquidated damages set forth above. You understand and agree that even if you satisfy the requirements set forth in this section 20 (a), technical or procedural difficulties or interruptions may occur when attempting to port out these numbers (e.g., When no porting agreement exists between your and our

telephone carrier or for any other reason) and such difficulties or interruptions may prevent your new carrier from porting the numbers. The company is not responsible for such technical or procedural difficulties or interruptions, and you will receive no refund of your administrative fee.

b. Reassignment of Fax Numbers

You understand and agree that following the termination of your service for any reason, the **Secure-Fax™** number(s) assigned to you may be immediately re-assigned to another customer. You agree that the company will not be liable for damages (including consequential or special damages) arising out of any such re-assignment and you hereby waive any claims with respect to any such re-assignment, whether based on contractual, tort or other grounds, even if the company has been advised of the possibility of damages. You further understand and agree that the company may from time to time need to change the **Secure-Fax™** number assigned to you (whether due to an area code split or any other reason whether outside or within the company's control). You agree that the company will not be liable for damages (including consequential or special damages) arising out of any such change in the **Secure-Fax™** number assigned to you, and you hereby waive any claims with respect to any such change, whether based on contractual, tort or other grounds, even if the company has been advised of the possibility of damages.

c. No Right to Charge Third Party Services to Secure-Fax™ Numbers

You agree that you are not authorized to charge services provided to you or at your request to the **Secure-Fax™** number assigned to you by the company and that you will not request or otherwise cause any third-party service provider to charge any such services to such number. Any such charges will give the company the right to immediately terminate or suspend your **Secure-Fax™** account without notice.

16. Indemnification

You agree to indemnify the Company and each of its Affiliates, licensors and service providers from and against any and all liabilities, expenses (including attorneys' fees) and damages arising out of claims based upon use of the Service, including but not limited to any violation of this Agreement by you or any other person using your account, the use of any tools provided by the Company in connection with the Service, any claim of libel, defamation, violation of rights of privacy or publicity, any loss of service by other customers, any infringement of intellectual property or other rights of any third parties, and any violation of any laws or regulations, including but not limited to any violation of any laws or regulations prohibiting transmission of unsolicited fax advertisements as set forth in Section 9(a).

17. No Resale of The Service

You are prohibited from selling, reselling, renting, or leasing the use of the Service.

18. Notices/Consent

Notices given by the Company to you will be given by email, by a general posting on the MedOfficePro LLC website or by conventional mail. In any matter requiring the Company's prior consent, such consent will be considered given only if made in writing by an authorized representative of the Company. Notices given by you to the Company must be given by email or by conventional mail (subject, however, to the Company's verification procedures, as may be established by the Company from time to time in its sole discretion, and which may include the requirement that you contact the Company by phone to confirm that any such notice was in fact sent by you). Notices to the Company by conventional mail must be sent to the MedOfficePro LLC, PO Box 4138, Alpharetta, GA 30023.

19. General Terms.

THE LAWS OF THE STATE OF GEORGIA, U.S.A., EXCLUDING ITS CONFLICTS-OF-LAW RULES, GOVERN THIS AGREEMENT AND YOUR USE OF THE COMPANY SOFTWARE AND THE SERVICE. THE UN CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY DISCLAIMED. YOU EXPRESSLY AGREE THAT EXCLUSIVE JURISDICTION FOR ANY CLAIM OR DISPUTE ARISING FROM THE USE OF THE COMPANY SOFTWARE OR THE SERVICE RESIDES IN THE UNITED STATES DISTRICT COURT FOR THE STATE OF GEORGIA OR A SUPERIOR COURT FOR THE STATE OF GEORGIA; provided nothing in this section shall restrict either of the parties from resorting to the courts of any jurisdiction in order to collect, enforce or execute any judgment obtained in the federal or state courts located in the State of Georgia. 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. the Company's failure to act with respect to a breach by you or others does not waive the Company's right to act with respect to subsequent or similar breaches. You may not assign or transfer this Agreement or any rights hereunder whether by direct assignment, by operation of law or otherwise, and any attempt to the contrary is void. the Company shall not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond the Company's reasonable control. Parental control protections (such as commercially available computer hardware, software or filtering services) may assist you in limiting access to material that is harmful to minors, although such technology may not be effective about receipt of fax or email messages received through the Service. Any exclusion or limitation of the Company's liability specified in this Agreement, and the indemnification obligations set forth in Section 20, shall survive the expiration or termination of this Agreement for any reason.

20. Agreement to Arbitrate All Disputes

- a. You and the Company agree that all disputes and claims between you and the Company shall be settled by binding arbitration instead of in courts of general jurisdiction. This agreement to arbitrate is intended to be broadly interpreted and includes, but is not limited to any dispute, claim or controversy arising out of or relating in any way to the Services, the Company software, the MedOfficePro website, the Agreement or any aspect of the relationship between you and the Company. You agree that, by agreeing to the Agreement, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Company are each waiving the right to a trial by jury or to participate in a class action. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration provision does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against the Company on your behalf. This arbitration provision shall survive termination of this Agreement and the termination of your account.
- b. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to the Company should be addressed to: 1735 Buford Hwy., Suite 225, Cumming, GA 30041. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If the Company and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or the Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by the Company or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or the Company is entitled. You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If you are required to pay a filing fee, after the Company receives notice at the Notice Address that you

have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000.

- c. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by the Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org. The arbitrator is bound by the terms of the Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision. Unless the Company and you agree otherwise, any arbitration hearings will take place by video or telephone conference. If your claim is for \$10,000 or less, the Company agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the way the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Agreement.
- d. The Company may make a written settlement offer any time before an arbitrator is selected. If the arbitrator issues you an award that is greater than the value of the Company's last written settlement offer made before an arbitrator was selected (or if the Company did not make a settlement offer before an arbitrator was selected), then the Company will pay you the amount of the award or \$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.
- e. YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.