TERMS OF USE

Welcome to My MergePortal™, a solution offered by Merge Healthcare. My MergePortal™ provides patients with a convenient, secure and private means to communicate with their healthcare provider, access their medical records, schedule appointments, request prescriptions, pay bills, and benefit from a variety of other services.

In order to use My MergePortal™, you must agree to comply with the Terms of Use set forth herein. Merge Healthcare reserves the right to modify these Terms of Use at any time for any reason and will provide you with notice of any such modifications.

1. Permitted Uses and Restrictions on Use. Only individuals who have been authorized by their healthcare provider may access and use My MergePortal™. My MergePortal™ should never be used for emergency communication, urgent requests or time sensitive material. If there is information that you do not want transmitted to you via My MergePortal™, you must inform your provider. Merge Healthcare is in no way responsible for delays in online communication, transmittal or accuracy of information. You are responsible for scheduling any necessary appointments and for determining if an unanswered online communication was not received. You are responsible for keeping your password confidential. Your healthcare provider has the right to disable your access to My MergePortal™. You agree to not use My MergePortal™ to: (a) upload or transmit any content that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) upload or transmit any content that you do not have a right to transmit; (c) upload or transmit any advertising, promotional materials, junk mail or any other form of solicitation; (d) upload or transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or (e) interfere with or disrupt My MergePortal™ or the servers or networks or other My MergePortal™ infrastructure.

2. Privacy. All personal information that you upload or transmit using My MergePortal™ shall belong to you at all times and Merge Healthcare does not claim ownership of such information. Merge Healthcare does not verify, endorse or control the information that you and others make available using My MergePortal™. Although Merge Healthcare considers your use of My MergePortal™ to be private, we may access or disclose information about you, your account and/or the content of your communications, in order to: (a) comply with the law or legal process served on Merge Healthcare; (b) enforce and investigate potential violations of these Terms of Use, including use of My MergePortal™ to participate in, or facilitate, activities that violate the law; (c) support and maintain My MergePortal™; or (d) protect the rights, property, or safety of Merge Healthcare, its employees, its customers or the public. You consent to the access and disclosures outlined in this section. Merge Healthcare may collect, including via automatic upload, certain information about your use of My MergePortal™, service performance and your computer hardware, however such information will not personally identify you. For further information, please consult the Merge Healthcare Privacy Statement, which you can access through the following link: http://www.merge.com/common/privacy.aspx.

3. Modifications and Discontinuation. Merge Healthcare reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, My MergePortal™ (or any part thereof) upon reasonable notice and subject to the terms of Merge Healthcare’s agreement with your healthcare provider. You agree that Merge Healthcare shall not be liable to you or to any third party for any modification or discontinuation of My MergePortal™.

4. Termination. You acknowledge and agree that Merge Healthcare may suspend or terminate your account and/or deny you access to or use of My MergePortal™, without prior notice, if you engage in any conduct that Merge Healthcare believes, in its sole discretion: (a) violates any term or provision of the Terms of Use; (b) violates the rights of Merge Healthcare or third parties; (c) or is otherwise inappropriate for continued access and use of My MergePortal™. In addition, Merge Healthcare reserves the right to terminate inactive membership accounts. You agree that upon termination, we may delete all files and information related to your account and may bar your access to your account and My MergePortal™. Further, you agree that Merge Healthcare shall not be liable to you or any third-party for any termination of your access to My MergePortal™. You agree to defend, indemnify and hold Merge Healthcare harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to
attorneys’ fees) arising from your violation of these Terms of Use, state or federal laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of your My MergePortal™ account.

5. Links. My MergePortal™ may provide links to third party websites. You acknowledge and agree that Merge Healthcare is not responsible for the availability of such external sites, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Merge Healthcare shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

6. Merge Healthcare Proprietary Rights. You acknowledge and agree that My MergePortal™ contains intellectual property and confidential information belonging to or under the control of Merge Healthcare and you shall take no actions that directly or indirectly infringe upon or misappropriate such intellectual property or information.

7. Disclaimer of Warranties YOUR USE OF MY MERGEPORTAL™ IS AT YOUR OWN RISK. MY MERGEPORTAL™ IS PROVIDED WITHOUT WARRANTY AND "AS-IS" AND "WITH ALL FAULTS". MERGE HEALTHCARE DOES NOT MAKE ANY GUARANTEE REGARDING MY MERGEPORTAL™, INCLUDING ANY GUARANTEE THAT IT WILL MEET YOUR NEEDS, WILL OPERATE IN CONJUNCTION WITH SYSTEMS, SOFTWARE AND HARDWARE SELECTED BY YOU, THAT THE OPERATION OF MY MERGEPORTAL™ WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, OR THAT YOU WILL NOT EXPERIENCE A LOSS OF DATA OR CONTENT. MERGE HEALTHCARE AND ITS SUPPLIERS AND AFFILIATES GIVE YOU NO EXPRESS WARRANTIES AND EXCLUDE AND DISCLAIM IMPLIED WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR COURSE OF DEALING. THIS SECTION SHALL NOT BE DEEMED TO DISCLAIM AND EXCLUDE WARRANTIES THAT MERGE HEALTHCARE IS PROHIBITED FROM DISCLAIMING OR EXCLUDING UNDER APPLICABLE LAW.

8. Limitation of Liability. THE AMOUNTS YOU CAN RECOVER FROM MERGE HEALTHCARE AND ITS SUPPLIERS AND AFFILIATES ARE LIMITED AS SET FORTH BELOW. YOU CAN RECOVER ONLY DIRECT DAMAGES UP TO $500. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY APPLY TO ANYTHING RELATED TO YOUR ACCESS TO AND USE OF MY MERGEPORTAL™ AND THESE TERMS OF USE, INCLUDING (A) LOSS OF DATA OR CONTENT; (B) LOST PROFITS; (C) CLAIMS FOR TORT (INCLUDING NEGLIGENCE OR MISREPRESENTATION), STRICT LIABILITY, BREACH OF CONTRACT AND/OR WARRANTY; (D) MALWARE OR VIRUSES, OR FEATURES THAT DISABLE YOUR USE OF THE SERVICE; AND (F) FAILURES, DELAYS OR INACCURACIES YOU MAY EXPERIENCE IN CONNECTION WITH MY MERGEPORTAL™. THE ABOVE LIMITATIONS AND EXCLUSIONS APPLY EVEN IF THIS CAUSES YOU NOT TO BE ADEQUATELY COMPENSATED FOR ANY LOSSES OR IF WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES. THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE IN THIS SECTION MAY NOT APPLY TO YOU IF YOUR STATE DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

9. General Information These Terms of Use constitute the entire agreement between you and Merge Healthcare governing your use of My MergePortal™, superseding any prior agreements between you and Merge Healthcare (including, but not limited to, any prior versions of the Terms of Use) with respect to its subject matter. These Terms of Use shall be governed by the laws of the State of Illinois without regard to its conflict of law provisions, and you and Merge Healthcare agree to submit to the personal and exclusive jurisdiction of the courts located within the Northern District of Illinois. The failure of Merge Healthcare to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction
to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. You agree that any claim or cause of action arising out of or related to use of My MergePortal™ or these Terms of Use must be filed within one year after such claim or cause of action arose or be forever barred. The Terms of Use will inure to the benefit of Merge Healthcare and its successors and assigns.