

# Terms of Use

### License Agreement

READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.

YOUR USE OF THE DOCUREP.COM WEBSITE, THE DOCUREP APPLICATION AND ALL RELATED SERVICES (THE "SERVICES") IS CONDITIONED UPON YOUR ACCEPTANCE OF, AND COMPLIANCE WITH, THESE TERMS.

THIS LICENSE AGREEMENT ("AGREEMENT") CONTAINS THE TERMS AND CONDITIONS UPON WHICH YOU MAY ACCESS AND USE THE INFORMATION AND SERVICES AVAILABLE THROUGH THE WEB SITE: www.docurep.com (THE "WEB SITE") OF DocuRep, LLC.

BY CLICKING SUBMIT DURING THE REGISTRATION PROCESS YOU AGREE TO THESE (DOCUREP'S) TERMS OF USE AND YOU EXPRESSLY AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

#### Restrictions on Use of Materials

Unless otherwise noted, all materials and information, including, without limitation, all text, data, graphics, images, illustrations, designs, icons, photographs, audio and video, that are part of the Website (collectively, the "Content") are owned by DocuRep, LLC ("DocuRep") and protected by copyright, the rights to which are enjoyed by DocuRep. You agree to abide by all additional copyright notices, information or restrictions contained in any Content accessed through the Website.

No Content from the Website may be copied, reproduced, framed, hyperlinked, republished, downloaded, uploaded, posted, transmitted, or distributed in any way without the prior written consent of DocuRep. If you wish to build a hyperlink to the Website, you may do so provided you agree to cease such link upon request from DocuRep. No other use is permitted without the prior written consent of DocuRep. Use of any robot, spider, other automatic device, or manual process to monitor or copy the pages on the Website or the Content is strictly prohibited. Unauthorized modification of the Content or use of the Content for any purpose is a violation of DocuRep copyright and other proprietary rights. For purposes of these terms, the use of any Content on any other website or networked computer environment is prohibited.

This section titled "Restrictions on Use of Materials" is not intended to restrict or limit an individual's right or ability to use his or her own personal information.

## Registration

You agree to allow DocuRep to take reasonable measures as necessary to verify the accuracy and completeness of any information that you submit if you register as a member of the Website. You agree not to provide incomplete, false, or misleading information as part of your registration or other information provided

to DocuRep or to others in connection with your participation in the Website's Interactive Areas (as defined below).

During the registration process, you agree to provide both a corporate (work) email address as well as an alternate email address. Docurep requires an alternate email address in the event your company's servers block delivery of any of DocuRep's transactional notification emails regarding your account. In addition, if you leave your current company, and have a current subscription, DocuRep will send transactional notification emails to the alternate email you provided until you provide an updated corporate (work) email.

You are responsible for keeping your company information up to date. If you leave your current employer, certain credentials may no longer be valid, including but not limited to, proof of liability insurance, proof of drug screen, proof of criminal background check, and proof of product and service competency.

You are responsible for verifying you need DocuRep's services before the credentialing process begins.

DocuRep is not a free storage or repository. It is your responsibility to keep your subscription current. Access to your documents is not guaranteed should you fail to renew, or if you fail to keep your contact information up to date.

#### **Member Account**

If you register as a user of the Website, you will be assigned a username and password that is unique to you. You are responsible for maintaining the confidentiality of the username and password and for all activities that occur under your username and password. You agree to notify DocuRep of any unauthorized use of your username and password or any other breach of security at <a href="https://app.docurep.com/">www.docurep.com</a> or <a href="https://app.docurep.com/">https://app.docurep.com/</a>

If any documents are uploaded on your behalf by DocuRep, your employer, or anyone other than yourself, to your DocuRep account, you agree that you remain solely responsible for the validity and accuracy of these documents.

#### Term

The term of DocuRep membership is one (1) year from the date that DocuRep receives payment of the member's membership fee ("Term"). Each Term will automatically begin on the date of payment for such membership. If payment for any succeeding Term is received on or before the expiration date of the current Term, the Term will renew and continue for another year from the anniversary date of the initial Term. If, however, renewal payment is not received on or before the Term expiration date, the Term will expire, and the membership will terminate. Renewal of membership after termination will require payment of the then-existing membership fee, and the Term will continue for one (1) year from the date DocuRep receives such payment. Upon renewal or reactivation, each Term will continue under the membership terms in effect on the date that DocuRep receives payment for such renewal or reactivation of membership.

#### **Financial Terms**

The duration of each DocuRep membership is for one year. Multi-year payments are not available. Checks are not accepted for payment at this time. Members may obtain a full refund within fifteen (15) days of payment provided there is no activity in the account. Once the credentialing process begins or after fifteen (15) days, no partial or full refund option exists. DocuRep may increase or decrease membership fees at any time. Such a change will not affect an existing membership Term, and any change in fee will apply for a Member's new (or renewed) Term. By accessing or using DocuRep online payment service, DocuRep members agree to be

bound by all applicable terms and conditions. DocuRep may modify the terms and conditions at any time, with or without notice. An online payment service is provided to members to facilitate payment of membership. Members will receive a confirmation once payment has been received from third party services used to process payments. DocuRep will not be liable for any deficiencies in the accuracy, completeness, availability, privacy, security or timeliness of payment information sent via this online payment service or any other. DocuRep will not be liable for any damages of any kind arising from the use of this online payment site, including, but not limited to, direct, indirect, incidental, consequential, exemplary, and punitive damages. DocuRep will not be liable for any breach of Member's personal or credit card information resulting from the interception of such information during its transmission. Members expressly agree that use of this online payment service is at each member's sole risk. Each member agrees that he or she shall not intentionally provide false information when accessing or using the DocuRep online payment service.

#### Interactive Areas

DocuRep may provide areas on the Website to which you or others can post messages or transmit communications ("Interactive Areas"). As a condition of your use of this service, you warrant to DocuRep that you will not use the Interactive Areas for any purpose that is unlawful or prohibited by this Agreement. Specifically, you agree not to upload to, distribute through or otherwise publish through an Interactive Area any content which is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal, false, or otherwise objectionable that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise give rise to liability or violate any law. DocuRep reserves the right to deny you access to any part of this service in its sole discretion. You are responsible for material that you send to any Interactive Area. DocuRep makes no endorsement, representation or warranty with respect to statements made by any user in the Website's Interactive Areas.

In general, subject to the terms of DocuRep's Privacy Policy, DocuRep will not monitor or edit the contents of any Interactive Area unless required in the course of normal maintenance of the Website and its systems or unless required to do so by law or in the good-faith belief that such action is necessary to: (1) comply with the law or comply with legal process served on www.docurep.com; (2) protect and defend the legitimate business interests, rights or property of DocuRep, its members, users, advertisers, sponsors or affiliates; or (3) act in an emergency to protect the personal safety of our guests or the public. Members and other users will remain solely responsible for the content of their communications. DocuRep has the right, but not the obligation, to monitor and edit or remove any content, messages or other communications that are posted in an Interactive Area.

By uploading materials to any Interactive Area or submitting any materials to www.docurep.com, you automatically grant (or warrant that the owner of such rights has expressly granted) DocuRep a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed throughout the universe.

## **Privacy**

Registration data and certain other demographic information about you are subject to DocuRep's Privacy Policy. For more information, see our Privacy Policy at www.docurep.com, which Privacy Policy is incorporated in full herein by reference.

#### **Termination**

DocuRep has the right to terminate your ability to use or access the Website at any time without notice to you. Upon termination, you must destroy all Content obtained from the Website and all copies thereof, whether

made under these terms or otherwise. DocuRep will not be liable for any damages of any nature suffered by any member, user or any third party resulting in whole or in part from Docurep's exercise of its rights under these terms and conditions.

#### Disclaimer

INFORMATION ON THIS WEB SITE HAS BEEN PROVIDED BY THIRD PARTIES, including vendors, representatives, members, healthcare providers and users, AND HAS NOT BEEN VERIFIED OR CONFIRMED BY DOCUREP. DOCUREP MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE ACCURACY OF ANY INFORMATION ON THIS WEB SITE. DOCUREP DOES NOT PERFORM PRIMARY SOURCE VERIFICATION AND HAS NOT UNDERTAKEN ANY RESPONSIBILITY OR OBLIGATION WITH RESPECT TO PRIMARY SOURCE VERIFICATION OF THE INFORMATION PROVIDED BY THIRD PARTIES. THE CONTENT CONTAINED ON THE WEBSITE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NON INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, DOCUREP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE AND NON-INFRINGEMENT AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DOCUREP DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER(S) THAT MAKES THE WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. DOCUREP DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE CONTENT ON THE WEBSITE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT DOCUREP) ASSUME THE ENTIRE COST OF ACQUIRING AND/OR POSTING ANY INFORMATION YOU PROVIDE TO DOCUREP.

## **Limitation of Liability**

UNDER NO CIRCUMSTANCES WILL DOCUREP BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM YOUR USE OR INABILITY TO USE THE WEB SITE, YOUR RELIANCE ON OR USE OF INFORMATION OR SERVICES PROVIDED ON OR THROUGH THE WEB SITE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION, OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE. IN NO EVENT WILL DOCUREP'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT, IF ANY, PAID BY YOU TO DOCUREP FOR ACCESSING THE WEB SITE.

#### Indemnification

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD DOCUREP, LLC HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, CLAIMS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO YOUR VIOLATION OF THIS AGREEMENT.

#### Content

The Content contained on the Website has been prepared by DocuRep as a service to its members and the other users of the Web Site. Docurep does not warrant or guarantee the accuracy, reliability, completeness or adequacy of the Content or the content of any other site(s) to which the Website may link. Users of Content from the Website or the content of any other site(s) to which the Website may link do so at their own risk. Any

unauthorized downloading and distribution of any copyrighted material from this Website or any other site(s) to which the Website may link, without the copyright owner's permission, is strictly prohibited.

### Non-Transferability

Your right to use the Website is NOT transferable. Any password or right given to you to obtain information is NOT transferable.

#### **Jurisdiction**

The Web Site is controlled and operated by DocuRep from its offices in the State of North Carolina. DocuRep makes no representation that Content on the Web Site is appropriate or available for use in other locations. Those who choose to access the Website from other locations do so on their own initiative and are responsible for establishing the usability or correctness of any information or Content under any or all jurisdictions and the compliance of that information or Content with local laws, if and to the extent local laws are applicable. All users, including, without limitation, those users who access the Website from a country other than the United States, agree that the laws of the State of North Carolina will govern any dispute arising out of or resulting from DocuRep's control and operation of the Website and your accessing and use of the Website, including, without limitation, those arising out of or resulting from DocuRep's use of personal information or otherwise relating to privacy, as specified in DocuRep's Privacy Policy.

#### **Other Products**

Any reference made by the Website to any specific commercial product, process, or service (or provider of such product, process or service) by trade name, trademark, hyperlink, or otherwise, does not constitute or imply an endorsement, recommendation, or favoring by DocuRep. Content on the Website may be provided by third parties and users. Any opinions, advice, statements, services, offers or other information expressed or made available by third parties, including information providers, reviewers, members, users or others, are those of the respective author(s) or distributor(s) and do not necessarily state or reflect those of DocuRep.

#### Links to Other Web Sites and Services

To the extent that the Website contains links to outside services and resources, DocuRep does not control the availability and content of those outside services and resources. Any concerns regarding any such service or resource, or any link thereto, should be directed to the particular service or resource.

#### Revision

DocuRep reserves the right, in its discretion, to change, modify, add, or remove portions of this Agreement at any time. Please check this Agreement periodically for changes. Your continued accessing or use of the Website following the posting of changes to this Agreement will be deemed to be your conclusive acceptance of those changes and the modified Agreement.

#### Other

These terms are governed by and must be construed in accordance with the laws of the State of North Carolina, without regard to conflicts of law doctrines except to the extent that certain matters may be preempted by federal law. You agree that no joint venture, partnership, employment, or agency relationship exists between DocuRep and you as a result of this Agreement or your use of the Web Site. You also agree that any action at law or in equity arising out of or relating to these terms will be filed only in the state or

federal courts in the jurisdiction serving Wake Forest, North Carolina; and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. If any provision of these terms is determined to be unlawful, void, or for any reason unenforceable, then that provision will be deemed to be severable from these terms and will not affect the validity and enforceability of any remaining provisions. You agree that, regardless of any law or statute to the contrary, any claim or cause of action arising out of or relating to the Web Site and these terms must be filed within one (1) year after the date the cause of action arose, or be barred as untimely. This is the entire agreement between DocuRep and you relating to the subject matter herein; and it will not be modified except as provided herein or in writing, signed by DocuRep. To the extent that anything in or associated with the Web Site is in conflict or inconsistent with this Agreement, this Agreement will take precedence. DocuRep's failure to enforce any provision of this Agreement will not be deemed to be a waiver of such provision or of the right to enforce such provision.