

## Terms of Use

### Privacy

Your use of [www.alliancehealthcaresystems.com](http://www.alliancehealthcaresystems.com) is subject to Alliance Healthcare Systems Inc.'s Privacy Policy. Please review our Privacy Policy, which governs the Site and informs users of our data collection practices.

### Electronic Communications

Visiting [www.alliancehealthcaresystems.com](http://www.alliancehealthcaresystems.com) or sending emails to Alliance Healthcare Systems Inc. constitutes electronic communications. You consent to receive electronic communications and agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email, and on the Site satisfy any legal requirement that such communications be in writing.

### Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and restricting access to your computer. You agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Alliance Healthcare Systems Inc. is not responsible for third-party access to your account resulting from theft or misappropriation. Alliance Healthcare Systems Inc. and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

### Children Under Thirteen

Alliance Healthcare Systems Inc. does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use [www.alliancehealthcaresystems.com](http://www.alliancehealthcaresystems.com) only with the permission of a parent or guardian.

### Cancellation/Refund Policy

PAYMENTS RECEIVED ARE DEEMED EARNED UPON RECEIPT BY ALLIANCE HEALTHCARE SYSTEMS INC. AND ARE NONREFUNDABLE. Client permanently and irrevocably waives any right to enact a chargeback (a disputed, reversed, or contested charge with the applicable bank, credit card, or charge card) against these payments for any reason whatsoever against Alliance Healthcare Systems Inc.

### Links to Third-Party Sites/Third-Party Services

[www.alliancehealthcaresystems.com](http://www.alliancehealthcaresystems.com) may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Alliance Healthcare Systems Inc., and Alliance Healthcare Systems Inc. is not responsible for any Linked Site's contents, including any link

contained in a Linked Site or any changes or updates to a Linked Site. Alliance Healthcare Systems Inc. is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Alliance Healthcare Systems Inc. of the site or any association with its operators.

Certain services made available via [www.alliancehealthcaresystems.com](http://www.alliancehealthcaresystems.com) are delivered by third-party sites and organizations. By using any product, service, or functionality originating from the [www.info.tssadmin.com](http://www.info.tssadmin.com) domain, you hereby acknowledge and consent that Alliance Healthcare Systems Inc. may share such information and data with any third party with whom Alliance Healthcare Systems Inc. has a contractual relationship to provide the requested product, service, or functionality on behalf of [www.alliancehealthcaresystems.com](http://www.alliancehealthcaresystems.com) users and customers.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use [www.info.tssadmin.com](http://www.info.tssadmin.com) strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant Alliance Healthcare Systems Inc. that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Alliance Healthcare Systems Inc. or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends, or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Alliance Healthcare Systems Inc. content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular, you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of Alliance Healthcare Systems Inc. and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Alliance Healthcare Systems Inc. or our licensors except as expressly authorized by these Terms.

### **Use of Communication Services**

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material, or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

Alliance Healthcare Systems Inc. has no obligation to monitor the Communication Services. However, Alliance Healthcare Systems Inc. reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Stone Fleet reserves the right to terminate your access to any or all the Communication Services at any time without notice for any reason whatsoever.

Alliance Healthcare Systems Inc. always reserves the right to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Alliance Healthcare Systems Inc.'s sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Alliance Healthcare Systems Inc. does not control or endorse the content, messages, or information found in any Communication Service and, therefore, Alliance Healthcare Systems Inc. specifically disclaims any liability concerning the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Alliance Healthcare Systems Inc. spokespersons whose views do not necessarily reflect those of Alliance Healthcare Systems Inc..

### **Materials Provided to/or Posted on Any Alliance Healthcare Systems Inc. Web Page**

Alliance Healthcare Systems Inc. does not claim ownership of the materials you provide to [www.alliancehealthcaresystems.com](http://www.alliancehealthcaresystems.com) (including feedback and suggestions) or post, upload, input, or submit to any Stone Fleet Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing, or submitting your Submission, you are granting Stone Fleet, our affiliated companies, and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses, including, without limitation, the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission as provided herein. Alliance Healthcare Systems Inc. is under no obligation to post or use any Submission you may provide and may remove any Submission at any time at Alliance Healthcare Systems Inc.'s sole discretion.

By posting, uploading, inputting, providing, or submitting your Submission, you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section, including, without limitation, all the rights necessary for you to provide, post, upload, input, or submit the Submissions.

### **International Users**

The Service is controlled, operated, and administered by Alliance Healthcare Systems Inc. from our offices in the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Alliance Healthcare Systems Inc. Content accessed through [www.alliancehealthcaresystems.com](http://www.alliancehealthcaresystems.com) in any country or manner prohibited by applicable laws, restrictions, or regulations.

### **Indemnification**

You agree to indemnify, defend, and hold harmless Alliance Healthcare Systems Inc., its officers, directors, employees, agents, and third parties for any losses, costs, liabilities, and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement, or your violation of any rights of a third party, or your violation of any applicable laws, rules, or regulations. At its own cost, Alliance Healthcare Systems Inc. reserves the right to assume exclusive defense and control of any matter otherwise subject to indemnification by you. In this event, you will fully cooperate with Alliance Healthcare Systems Inc. in asserting any available defenses.

### **Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding, or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims regarding these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims resulting from these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The Arbitrator shall determine the entire dispute, including the scope and enforceability of this

arbitration provision. This arbitration provision shall survive the termination of these Terms and Conditions.

### **Class Action Waiver**

Any arbitration under these Terms and Conditions will occur individually; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE, AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless you and Alliance Healthcare Systems Inc. agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over a representative or class proceeding.

### **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. ALLIANCE HEALTHCARE SYSTEMS INC. AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ALLIANCE HEALTHCARE SYSTEMS INC. AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ALLIANCE HEALTHCARE SYSTEMS INC. OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT

APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

### **Termination/Access Restriction**

Alliance Healthcare Systems Inc. reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Florida, and you hereby consent to the exclusive jurisdiction and venue of courts in Florida in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Alliance Healthcare Systems Inc. as a result of this agreement or use of the Site. Alliance Healthcare Systems Inc.'s performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Alliance Healthcare Systems Inc.'s right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Alliance Healthcare Systems Inc. with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Alliance Healthcare Systems Inc. with respect to the Site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and Alliance Healthcare Systems Inc. with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

In its sole discretion, Alliance Healthcare Systems Inc. reserves the right to change the Terms under which [www.alliancehealthcaresystems.com](http://www.alliancehealthcaresystems.com) is offered. The most current version of the Terms will supersede all previous versions. Alliance Healthcare Systems Inc. encourages you to periodically review the Terms to stay informed of our updates.