

The USA Health

General Website Terms of Use

Document version: 3

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The Terms of Use (the "Agreement") sets forth the terms and conditions that apply to a user's (you, your) use of the websites located at www.paynow.usa.mypatientbills.com, inclusive of all materials, information, and webpages (the "Site"), software and/or web based software accessed online (the "Software") and/or any services offered therein (the "Service") which may be offered to you by USA Health (USA Health , we, us) or by affiliates or referrals. BY USING THIS SITE, YOU AGREE TO THE TERMS OF THIS AGREEMENT JUST AS IF YOU HAD SIGNED IT. If you do not agree to be bound by this Agreement, please discontinue your use of the Site and/or Service.

1. Restrictions on Use

USA Health is a free service for debtors to negotiate account(s) online without speaking with a collection agent. Creditors, Third Party Collection Companies and/or Collection Law Firms (Vendors) store and manage customer data at USA Health in order for users to access their account data and make online payments or interact with the data to negotiate an agreement and terms of payment. Users access the USA Health website through a personal computer or mobile device using a communications connection (e.g., modem, telephone line, wireless, etc.). As part of the Site, you may be provided with options that may include information, editorial content, links to other websites and other computer services that USA Health may decide to offer, subject to the terms hereof. USA Health may, in its sole discretion, discontinue or alter any aspect of this site, including, but not limited to:

- a) Restricting the time of availability;
- b) Restricting the availability and/or scope of the Service for certain platforms (i.e., computer types and operating systems);
- c) Restricting the amount of use permitted; and
- d) Restricting or terminating any user rights to use all or part of the Service, at any time in USA Health's sole discretion and without prior notice or liability. You are responsible for all charges associated with connecting to the Site but USA Health does not charge users to access the site and use its functionality.

The Site is owned and operated by USA Health and its affiliated companies and contains material that is derived in whole or in part from material supplied and owned by other related companies and sources. All material on this website is protected by copyright, trademark, and other applicable laws. You may not modify, copy, reproduce, republish, upload, post, transmit, publicly display, prepare derivative works based on, or distribute in any way any material from the Software, including but not limited to code and software ("Material"). You may, however, download Material from the pages offered to the public for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices and use the Material in accordance with all restrictions applicable to your use of the Service in general. In the event that you download Material from the Service, such Material is licensed to you by USA Health and USA Health does not transfer title of any such Material to you.

2. User Rules and Guidelines

a) Registration

Users are typically invited to the USA Health Site by a creditor or collection company. User must provide certain information to access their data and use the functions of USA Health. You agree to provide true, accurate and complete information about yourself. If you provide any information that is untrue or inaccurate, not current, or incomplete, or if USA Health suspects that your information is untrue or inaccurate, not current, or incomplete, USA Health may, in its sole discretion, suspend or terminate future access to the Software. Any personal information supplied hereunder will be subject to the terms of our privacy policy. All users must be age 18 or older. Public webpages are currently provided for free. USA Health reserves the right to change the nature of our free public access pages at any time.

b) Authentication data

You access USA Health by providing the last four digits of your Social Security Number and a combination of other criteria including, but not limited to: the phone number you were contacted at or the creditor's reference number they provided. You agree that you will immediately notify USA Health of any unauthorized use of your data or account, or any other breach of security and that you will log off of the software at the end of each session to prevent fraud on your account by third parties.

c) General

USA Health may choose to send you e-mail newsletters on a variety of topics. You may elect to not receive these e-mail newsletters, and you may start or stop receiving such e-mail newsletters at any time by sending an e-mail to an address that shall be designated for that purpose. With your permission, USA Health may send you e-mails on behalf of pre-screened third parties containing promotional offers or opportunities that we believe may be of interest to you. You may elect to not receive these e-mails, and you may start or stop receiving such e-mails at any time by sending an e-mail to an account that shall be designated for that purpose.

3. Rules for Use of the Site Conduct Required for Use of the Service

It is a condition of your use of the Web site that you do not:

- a) Restrict or inhibit any other user from using and enjoying the site;
- b) Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation, any images or other material depicting nudity as herein defined;
- c) Post or transmit comments containing harassing or offensive language, including sexual references, sexual nicknames, racial slurs, hate propaganda, hate mongering, swearing, or rude or deliberately offensive comments, or engage in disruptive activities online, including excessive use of scripts, sound waves, scrolling (repeating the same message over and over), or use of viruses, bots, worms or trojan horses;
- d) Post or transmit any information, software or other material that is fraudulent or violates or infringes the rights of others, including material that violates privacy or publicity rights, or infringes copyright, trademark or other proprietary rights, without first obtaining permission from the owner or right holder, including WAREZ (copyrighted material distributed without permission);
- e) Post or transmit any information, software or other material that contains a virus or other harmful component;
- f) Post or transmit content that encourages or provides instructional activities about illegal activities, in particular hacking, cracking or phreaking;
- g) Post, transmit or in any way exploit any information, software or other material for commercial purposes or that contains advertising, "junk mail," "spam," or "chain letters";
- h) Solicit other users to join, become members of, or contribute money to any other online site or other organization, advocate or attempt to get users to join in legal or illegal schemes or plan or participate in scams involving other users;
- i) Impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity;
- j) Resell, redistribute, broadcast or transfer the information or use the information derived from the Service in a searchable, machine-readable database;
- k) Use the site to collect personally identifying information about users of the site in violation of our Privacy Policy;
- l) Disguise a file type to thwart USA Health's detection processes;
- m) Post or transmit any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law;
- n) Attempt to gain unauthorized access to other computer systems or networks connected to the USA Health site or software;
- o) Use the site or software, including the information provided therein and all related equipment, networks and network devices (specifically including Internet access) for any unlawful purpose. USA Health, at its sole and absolute discretion, shall determine whether any information transmitted or received violates this provision. You may not use any Material in connection with any site or other use that contains or is associated with information or content prohibited by this section.

4. Monitoring

USA Health has no obligation to monitor the use of the site by users or Vendors. You acknowledge and agree that USA Health reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Site for operational and other purposes. During monitoring, information may be examined, recorded, copied, and used for authorized purposes in accordance with our Privacy Policy. Use of the Site constitutes consent to such monitoring. Furthermore, USA Health reserves the right at all times to disclose any information posted on any portion of the Site as necessary to satisfy any law, regulation or governmental request, or to refuse to post, or to remove, any information or materials, in whole or in part, that in USA Health's sole and absolute discretion are objectionable or in violation of this Agreement.

5. License

By uploading files, inputting data, or engaging in any other form of communication (a "Communication") through the Site, you are granting USA Health a royalty-free, irrevocable, perpetual, non-exclusive, unrestricted, worldwide license to:

- a) Use, copy, sublicense, adapt, transmit, publicly perform, display, or create derivative works from any such Communication; and
- b) Sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to such Communication. No Communication shall be subject to any obligation of confidence on the part of USA Health, except that confidential information shall be deemed personal and confidential and will not be disclosed to any 3rd party, except as a result of a court order.

6. Content on the Site

Communications posted through the Site are provided by users such as you who are unaffiliated with USA Health, and the user providing each such Communication is solely responsible for the content thereof. This means that you, and not USA Health, are entirely responsible for all Communications that you upload, post, email or otherwise transmit via the Site. In using the Site or receiving e-mail messages from other users through the Site, you should not assume that such messages have been reviewed by USA Health, that such Communications contain correct information, or that the persons posting such Communications have accurately identified themselves and/or their affiliation with any third party. You understand that by using the Site, you may be exposed to Communications that are offensive, indecent, or

themselves and/or their animation with any third party. You understand that by using the Site, you may be exposed to Communications that are offensive, indecent, or objectionable. Under no circumstances will USA Health be liable in any way for any Communication, including, but not limited to: liability for any errors or omissions in any Communication, or for any loss or damage of any kind incurred as a result of the use of any Communication posted, e-mailed, or otherwise transmitted via the Service.

7. Personal Safety

When using the Site, please be certain that anything you say does not compromise your personal safety. Do not provide your name, phone number, postal or e-mail address, your password, or any other personally identifying information to people you do not know. Do not continue any conversation online that makes you feel uncomfortable.

8. Submissions

USA Health is pleased to hear from users and welcomes your comments regarding USA Health Site, programs and software. USA Health welcomes creative ideas, suggestions, or materials. Accordingly, we value your feedback. If you send submissions, suggestions, ideas, notes, concepts or other materials (collectively, "Comments"), they shall be deemed, and shall remain, the property of USA Health, and shall otherwise be subject to the provisions below. You represent and warrant that you are authorized to grant all rights in the Comments to USA Health. Disclosure, submission, or offer of any Comments shall constitute an assignment to USA Health of all worldwide rights, titles, and interests in all copyrights and other intellectual property rights in such Comments. USA Health may edit, copy, publish, distribute, translate, and otherwise use in any medium any Comments that you forward to USA Health and will own exclusively all such rights, titles, and interest and shall not be limited in any way in its use, commercial or otherwise, of the Comments. USA Health is and shall be under no obligation to: (1) maintain any user's Comments in confidence; (2) to pay to any user any compensation for any Comments; or (3) to respond to any user's Comments.

9. Creditors, Collection Firms and Attorneys (Clients)

a) Cost to maintain USA Health is funded by creditors and collection companies. In most cases, Clients pay a flat monthly technical service fee and a nominal transaction fee for a completed transaction.

b) Among the many reasons Clients utilize USA Health is that it provides a friendly environment for customers to manage their accounts from the privacy of any location that the user chooses, at their convenience;

c) Accounts negotiated online without the use of an agent provides a substantial reduction in operating cost. Offers or counter offers accepted have no correlation to the service charges that clients pay USA Health. Any offer you make within your creditor's criteria or any random counter offer presented to you that you accept is not based on the cost of the creditor utilizing USA Health, apart from the act that all businesses take into account operational cost when pricing any product, service or settlement.

d) Your business dealings with USA Health may be further governed under separate agreement between you and USA Health. Your dealings with Clients shall be governed under separate agreements between you and the Client(s). USA Health is not liable or responsible for any proposal offers, promises or agreements made to you by Client(s). USA Health is not responsible for any other terms, conditions, warranties, or representations associated with user's dealings with Client(s), and are solely between you and such Client. USA Health will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such Clients of USA Health.

10. Disclaimer of Warranties

USA Health HAS PROVIDED LINKS AND POINTERS TO INTERNET SITES MAINTAINED BY THIRD PARTIES ("THIRD PARTY SITES") AND MAY FROM TIME TO TIME PROVIDE THIRD PARTY MATERIALS ON THE SERVICE. NEITHER USA Health, ITS PARENT OR SUBSIDIARY COMPANIES NOR ITS AFFILIATES OR SUPPLIERS OPERATE OR CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS OR SERVICES ON THESE THIRD PARTY SITES. THE SERVICE, THE MATERIALS AND PRODUCTS AVAILABLE IN OR ACCESSIBLE THROUGH THE SERVICE, AND THE THIRD PARTY SITES ARE PROVIDED "AS IS" AND, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, USA Health DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING. USA Health DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN SUCH MATERIALS AND PRODUCTS, OR IN THE SERVICE, WILL BE UNINTERRUPTED OR ERROR-FREE, WILL BE AVAILABLE FOR USE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE, INCLUDING THE STORAGE SERVICES AND THEIR CONTENTS, OR THE SERVER THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. USA Health DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE MATERIALS IN THE SERVICE OR IN THIRD PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, COMPLETENESS OR OTHERWISE. You assume all risk of errors and/or omissions, including the transmission or translation of information. You assume full responsibility for implementing sufficient procedures and checks to satisfy your requirements for the accuracy and suitability of the Site, including the information, and for maintaining any means that you may require for the reconstruction of lost data or subsequent manipulations or analyses of the information provided hereunder. You acknowledge and agree that your use of the Site, and any information sent or received in connection with same, may not be secure and may be intercepted by unauthorized parties. YOU ASSUME RESPONSIBILITY FOR THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR OR CORRECTION TO YOUR COMPUTER SYSTEM OR OTHER PROPERTY.

11. Limitation of Liability

IN NO EVENT SHALL USA Health, ITS PARENT OR SUBSIDIARY COMPANIES OR ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICE OR WITH THE DELAY OR INABILITY TO USE THE SERVICE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ADVERTISED IN OR OBTAINED THROUGH THE SERVICE, USA Health'S REMOVAL OR DELETION OF ANY MATERIALS OR RECORDS SUBMITTED OR POSTED ON ITS SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF USA Health OR ANY OF ITS SUBSIDIARY COMPANIES, AFFILIATES OR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THIS WAIVER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT USA Health, ITS PARENT OR SUBSIDIARY COMPANIES, AFFILIATES OR SUPPLIERS SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SERVICE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE

ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

12. Indemnification

You agree to defend, indemnify and hold harmless USA Health, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including attorney's fees) arising out of or accruing from:

- a) Any material posted or otherwise provided by you that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy;
- b) Any misrepresentation made by you in connection with your use of the Service;
- c) Any non-compliance by you with the terms and conditions of this Agreement; and
- d) Claims brought by persons or entities other than the parties to this Agreement arising from or related to your access and use of the Service, including the information obtained through the Service.

13. Termination

USA Health may, in its sole discretion, terminate your password, account (or any part thereof) or use of the Site, or remove and discard any Communication transmitted by you, or information stored, sent, or received via the Service without prior notice and for any reason, including, but not limited to:

- a) Concurrent access of the Site with identical user name and password;
- b) Permitting another person or entity to use your user name and password to access the Site;
- c) Any other access or use of the Site except as expressly provided in this Agreement;
- d) Any violation of the terms and conditions of this Agreement or the rules and regulations relating to the use of, the software and/or data files contained in, or accessed through, the Site; and
- e) Tampering with or alteration of any of the software and/or data files contained in, or accessed through, the Site.

14. Trademarks

USA Health, the USA Health logo, are trademarks of USA Health, LLC and all other trademarks, service marks and trade names used on the Site are the property of their respective owners, and all of the above trademarks may not be copied, downloaded or otherwise exploited without the permission of USA Health or the owner of such trademark, service mark or trade name.

15. Minors

If you have agreed to allow your minor child, or a child for whom you are legal guardian (a "Minor"), to use the Site, you agree that you shall be solely responsible for: (a) the online conduct of such Minor; (b) monitoring such Minor's access to and use of the Site; and (c) the consequences of any use of the Service by such Minor. Children under the age of 18 should not register for any Service hereunder. At various places on the Service, we ask whether users are under the age of 18. USA Health relies on our users to be truthful in responding to these questions. If a user does not identify his/her proper age, we will have no way of verifying actual age with respect to our privacy policy.

16. Child Online Protection Act Notification

Pursuant to 47 U.S.C. Section 230(d) as amended, USA Health hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors.. To view information on our policy regarding the privacy of children under the age of 13, please see our privacy policy.

17. Infringement Policy

USA Health, pursuant to 17 U.S.C. Section 512 as amended by Title II of the Digital Millennium Copyright Act (the "Act"), reserves the right, but not the obligation, to terminate your license to use the Service if it determines in its sole and absolute discretion that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. USA Health accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials. In addition, pursuant to 17 U.S.C. Section 512(c), USA Health has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. All claims of infringement must be submitted to USA Health in a written complaint that complies with the requirements below and is delivered to our designated agent to receive notification of claimed infringement:

By mail: USA Health

PO Box 746428

Atlanta, GA 303746428

By e-mail: info@usa.mypatientbills.com

In addition, any written notice regarding any defamatory or infringing activity, whether of a copyright, patent, trademark or other proprietary right must include the following information:

- a) A physical or electronic signature of a person authorized to act on behalf of (1) the owner of an exclusive right that is allegedly infringed or (2) the person defamed;

- b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site. Similarly, for materials that are defamatory or infringe patent, trademark, or other proprietary rights of a third party, please submit a list of such materials;
- c) Identification of the material that is claimed to be infringing, to be the subject of infringing activity, or that is claimed to be defamatory and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- d) Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and/or electronic mail address;
- e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other proprietary right owner, its agent, or the law; and
- f) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed or on behalf of the person defamed.

18. Modification

USA Health reserves the right, in its sole discretion, to amend this Agreement, and to modify, add or discontinue any aspect, content, or feature of the Site. Such amendments, modifications, additions or deletions shall become effective upon notice thereof, which may be provided to you by posting on the Site, via e-mail or any other reasonable means. Continued use of the Site by you shall constitute your binding acceptance of any such amendments, modifications, additions or deletions.

19. Export Control

Information, unless otherwise specified, on the Site are presented solely to provide information regarding and to promote Site and other products available in the United States, its territories, possessions and protectorates. The Site is controlled and operated by USA Health from its office and from such locations as USA Health elects. USA Health makes no representation that materials on the Site are appropriate or available for use outside the United States. Those who choose to access the Site from outside the United States do so on their own initiative and are responsible for compliance with local laws, if and to the extent that local laws are applicable. Software from the Site is further subject to United States export controls. No software from the Service may be downloaded or otherwise exported or re-exported (A) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods, or (B) to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

20. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any principles of conflicts of law. Although you acknowledge that we will have the ability to enforce our rights in any court of competent jurisdiction, you hereby consent to the exclusive jurisdiction and venue of courts in AL, U.S.A., regarding any and all disputes relating to this Agreement or your use of the Service. You acknowledge and agree that the warranty disclaimers and liability and remedy limitations in this Agreement are material terms of this Agreement and that they have been taken into account in the decision by USA Health to provide the Service hereunder. You may not assign any of your rights, obligations or privileges hereunder without the prior, written consent of USA Health. Any assignment of the foregoing other than as provided for in this section shall be null and void. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement, shall be enforced to the fullest extent allowed by law as to effect the intention of the parties, and shall not affect the validity and enforceability of any remaining provisions. This Agreement and any posted operating rules constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter. No waiver of any provision or any right granted hereunder will be effective unless set forth in a written instrument signed by the waiving party. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the Service or access to the Service. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.