

**Rev. 1-09-18**

## **ChiroUp.com Terms of Use and Waiver (“Agreement”)**

Please read these Terms of Use and Waiver Agreement completely. This Agreement documents the legally binding terms and conditions attached to the use of the websites ChiroUp.com and StretchDemo.com. All references to “the website” or “the websites” mean ChiroUp.com and StretchDemo.com. All references to “ChiroUp.com” mean both ChiroUp.com and ChiroUp.com d/b/a StretchDemo.com.

### **1. General Terms**

By accessing this website, regardless of whether you are a subscribing member, you are agreeing to be bound by these website Terms of Use and Waiver, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from accessing or in any way using this site.

### **2. Additional Terms of Subscription**

ChiroUp.com may offer a 14 day “free trial” of the product. ChiroUp.com “free trial” subscribing members who are not fully satisfied with the product may cancel within 14 days of initial subscription and will not be billed for membership. However, members who cancel within 14 days of initial subscription, “including those who are participating in a free trial”, will remain bound by all other applicable Terms of Use, (as are all canceled members), including but not limited to the prohibition against the use of ChiroUp.com forms or other resources of any kind following the member’s cancellation. After the initial 14 day “free trial” period, ChiroUp.com subscribing members who agree to a minimum one month initial paid subscription will be billed and agree to pay monthly (or as designated at sign-up) as a condition of membership and full access to the website. Monthly subscription fees that have already been received by ChiroUp will not be refunded, but billing for future months will cease upon notification of a members intent to cancel. Membership will automatically transfer to a monthly subscription, after the initial one-month subscription, unless the member notifies ChiroUp.com of his or her intent to cancel, in writing. Upon cancellation, members and their patients will not have access to ChiroUp.com or StretchDemo.com, or any affiliated resources. ChiroUp.com subscriptions may not be transferred at any time. ChiroUp.com subscribing members agree, in the event of a service interruption to the website due solely to the negligence of the website and lasting 24 hours or longer, and only in such event, fees will be prorated.

ChiroUp.com subscribing members agree that their access to and use of the website may be terminated without prior notice in ChiroUp.com’s sole discretion for the member’s failure to pay subscription fees or any portion thereof. Any member or non-member’s access to or use of the site may be denied or terminated for any other breach of these Terms of Use or at the sole discretion of ChiroUp.com.

### **3. Intellectual Property Rights**

The websites and all of their original content are the sole property of ChiroUp.com and are, as such, fully protected by any and all applicable national and international copyright and other intellectual

property rights laws. Permission is granted to ChiroUp subscribing members to use materials on the site for non-commercial purposes, including treatment of patients and patient education. Permission is also granted to ChiroUp.com subscribing members to use materials on the site for practice management purposes pertaining to the subscribing member's own practice, including marketing of the member's practice and the preparation of forms and manuals for the practice. This is the grant of a license, not a transfer of title, and under this license you may not, without express, prior written permission from ChiroUp.com: modify or copy the materials; use the materials for any other commercial purpose, or for any public display (commercial or non-commercial); remove any copyright or other proprietary notations from the materials; sell the materials; or "mirror" the materials on any other server or in any hard copy format other than as described herein. ChiroUp.com deems this Agreement to constitute written permission to allow ChiroUp.com subscriber providers to provide copies of website information to patients for purposes of demonstration, education and assistance, conditioned on the patient's agreement to abide by the Terms of Use and Waiver under this Agreement. The license for use may automatically terminate if you violate any of these restrictions and may be terminated by ChiroUp.com at any time. ChiroUp.com members agree that they will use ChiroUp.com's proprietary materials only during the time they are members, and that they will immediately cease and desist the use of ChiroUp.com proprietary materials when their membership terminates. Upon terminating your viewing of these materials or upon the termination of this license, you agree to destroy any downloaded materials in your possession whether in electronic or printed format.

#### **4. Compliance With Law; Chat Room**

All users agree, whether or not they are subscriber members, to comply with all state, federal and local laws, including, but not limited to, antitrust laws. Users will not post comments encouraging price fixing, boycotts or any unfair trade practice of any kind. Users agree to use good judgment by posting only respectful, constructive comments. Users agree that the websites cannot monitor all comments at all times and are not responsible for the statements of third parties. Users agree and acknowledge that the websites may remove, without prior notice and in their sole discretion, any posts they deem to be inappropriate. Users agree to release and waive any intellectual property claim, including copyright infringement, arising from the Users' posting of material to the site. Users also acknowledge and agree that chiropractic scope of practice laws vary from state to state. The websites, by making information available, make no representations whatsoever regarding scope of practice, nor do the websites assume any responsibility or liability for providers' practicing within the scope of practice for their particular state.

#### **5. Disclosure of Protected Health Information; Patient Authorization and HIPAA Business Associate Agreement**

Users acknowledge and understand that ChiroUp.com provides optional services that may involve Users' disclosure of certain patient Protected Health Information (PHI) to the ChiroUp.com and/or StretchDemo.com site. Users also acknowledge and understand that ChiroUp.com may contact and survey patients via e-mail after the conclusion of treatment (see paragraph 6 below regarding "Outcome Tracker"). Users agree that they will notify patients that User may disclose patient PHI and email addresses to ChiroUp.com for these purposes. Users agree to obtain valid, signed patient

authorizations to release such PHI and email information to the websites from patients for whom Users disclose PHI to the websites. Such patient releases shall comply with all state and federal laws pertaining to patient confidentiality, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and rules. As the recipient of PHI, ChiroUp.com agrees to execute a valid Business Associate Agreement with each User who discloses PHI. However, ChiroUp.com and StretchDemo.com assume no liability or responsibility for Users' compliance with HIPAA laws and rules, or Users' compliance with any other laws and rules pertaining to patient confidentiality. Users of either or both sites agree that they fully release, waive and indemnify the sites from any and all claims against the sites for any claim arising from Users' disclosure of PHI to the sites.

## **6. Outcome Tracker**

Subscriber members acknowledge and authorize ChiroUp.com to include such members in the Outcome Tracker function, as follows: ChiroUp.com is authorized to survey Subscriber members' patients to obtain ratings on improvement, satisfaction with service and other variables. Based on patient responses, ChiroUp.com may provide ChiroUp subscriber doctors with reports rating the Subscriber doctors' efficacy in treating various conditions. ChiroUp.com also may ask Subscriber member doctors who are successful in treating certain conditions to voluntarily provide ChiroUp.com with information regarding treatment protocols, and ChiroUp.com may use such information to modify ChiroUp.com's general recommendations for treatment of certain conditions. ChiroUp.com may also ask patients if they wish to voluntarily share their experiences on outside websites. ChiroUp can not guarantee that patients will elect to utilize this web ratings feature and makes no claim that the subscriber will receive web reviews. ChiroUp.com will not share any patient protected health information with any party or entity other than the patient's Subscriber member doctor. ChiroUp.com subscribers may opt out of the Outcome Tracker program at any time by selecting the "Opt out" of Outcome Tracker Box on the subscribers account page.

## **7. Customization Feature**

Subscriber members acknowledge and understand that Chiroup provides a customization feature under which members may add to, or "customize" any component of the ChiroUp database, including text and graphics. Subscriber members agree to provide only subscriber member's own original content and abide by all intellectual property laws, including those pertaining to copyright, patents and trademarks. Subscriber agrees to avoid incorporating information that is protected by copyright, patent or trademark or otherwise not wholly owned by the subscriber. Furthermore, subscriber agrees to accept full legal responsibility and liability for customized content and to indemnify and hold ChiroUp harmless for any claim made against Chiroup arising from content that the subscriber has customized or distributed, including but not limited to intellectual property right infringement, adverse patient response, or related litigation. This indemnification right is in addition to, and in no way obviates, the indemnification rights described in paragraph 9 below.

## **8. Waiver**

The websites have made every attempt to provide current patient care information based on peer-reviewed, empirical studies and scientific literature. However, all providers are responsible to use their own clinical judgment and discretion based on the unique circumstances of each individual patient. Provider Users acknowledge and agree that they, and not ChiroUp.com, are responsible for

patient care. In addition, ChiroUp.com has used its best efforts to provide accurate and constructive information regarding practice management and other business issues. However, users acknowledge and agree that each practice is unique, and it is the responsibility of the practice to make its own business decisions. Therefore, all ChiroUp.com users hereby fully release and waive any and all claims of any nature against ChiroUp.com, such as claims involving patient care and business/practice management and marketing, including but not limited to claims involving: literature reviews and other medical information; recommendations for orthopedic tests and treatments, whether by video or otherwise; methods for particular exercises as demonstrated on videos or otherwise; distribution of printed materials to patients for exercise plans and other activities; business forms of any type; office policy manuals; office forms; clinical forms including patient record templates; and marketing concepts and sample forms. Provider users specifically acknowledge and agree that the information provided on the websites does not constitute and is not intended as legal advice; that laws vary from jurisdiction to jurisdiction; that provider users are solely responsible for tailoring forms to their own practice and for compliance with local laws. The websites are not liable for any claims based on results of patient care, treatment plans or actual treatment, or for results of any business, practice management or promotional tool obtained from the websites. Further, ChiroUp.com cannot and does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on any sites linked to this site.

## **9. Indemnification**

ChiroUp.com has designed and intends this website for use by health care providers who have accepted these Terms of Use. ChiroUp.com has designed and intends StretchDemo.com, to be used by patients who have accepted the Terms of Use for StretchDemo.com. ChiroUp.com's subscriber members agree that they will make every effort to ensure that their patients formally approve the Terms of Use and Waiver for StretchDemo.com in the event such subscriber members provide patients with materials from, or in any way allow patients to view material on ChiroUp.com. Neither ChiroUp.com nor StretchDemo.com will be liable to patients for any claim for damages of any nature, including cases in which the subscriber member's patient has not agreed to the Terms of Use and Waiver for the websites. ChiroUp.com provider users agree to indemnify and hold ChiroUp.com and/or StretchDemo.com harmless for any and all claims, judgments, awards or losses or any kind arising out of a patient's claim for damages against ChiroUp.com or StretchDemo.com.

## **10. Limitations**

In no event shall ChiroUp.com, StretchDemo.com or its suppliers be liable for any damages (including, without limitation, incidental damages of any kind, damages for loss of data or profit, or damages due to business interruption,) arising out of the use or inability to use the materials on the websites, even if ChiroUp.com and/or StretchDemo.com have been notified orally or in writing of the possibility of such damage. In addition, users acknowledge that each state has different standards for professional conduct, including advertising, and users take responsibility for complying with the professional conduct and advertising laws of their own states. ChiroUp.com shall have no liability for any complaint, investigation, or action against a user or the user's professional license regarding professional conduct or advertising.

**11. Modification of Website**

ChiroUp.com may make changes to the materials contained on its websites at any time without notice.

**12. Terms of Use Modifications**

ChiroUp.com may revise these Terms of Use and Waiver and for its website at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms of Use and Waiver.

**13. Claims and Governing Law for Misuse of Website**

Users agree that they will be liable for monetary damages to ChiroUp.com to the fullest extent of the law for any and all breach of these Terms. User also agrees to pay any and all attorney fees, costs of collection and/or costs of litigation incurred as a result of User's breach. Any claim relating to website shall be governed by the laws of the State of Illinois without regard to its conflict of law provisions.

I agree to abide by the ChiroUp.com Terms of Use as outlined herein.

Subscriber \_\_\_\_\_

Date \_\_\_\_\_