



Terms of Use

Intelligent Locations is the developer and owner of proprietary applications and services that, among other things functions, collects, processes, formats, stores and distributes location information, scheduling information, and quality assurance information ("Service").

THE SERVICE THAT INTELLIGENT LOCATIONS PROVIDES TO YOU IS SUBJECT TO THE FOLLOWING TERMS OF USE. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. BY CONTINUING USING THIS APPLICATION, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND ACCEPT THE FOLLOWING TERMS OF USE. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU MAY NOT ACCESS THIS APPLICATION OR UTILIZE ANY OF THE SERVICES PROVIDED ON OR THROUGH IT.

1. Children's Online Privacy Protection Act. In compliance with the Children's Online Privacy Protection Act, you must be eighteen (18) years of age or older to submit personal data and information. In utilizing this Service, you represent that you are over eighteen (18) years of age and/or have obtained the consent of a Parent or Guardian to use the service if you are between the ages of thirteen (13) and eighteen (18).

2. Access and Use of Service by Patient.

Intelligent Locations provides to you the non-exclusive right to access the Service [**through your healthcare provider's website and/or through a downloadable application ("App"). THE APP IS LICENSED, NOT SOLD. Subject to all other terms and conditions of this Agreement, Intelligent Locations hereby grants to you a non-exclusive, non-transferable, and non-sublicensable license to use and access the App. The App is intended for use only in the United States.

You agree not to modify, rent, lease, loan, sell, sublicense, distribute, or create derivative works based on the App, or any feature thereof, in any manner, and You shall not use or exploit the App, or any feature thereof, in any unauthorized way whatsoever.

You agree that You shall not allow any person who has not accepted this Agreement to access the App or the content.

You must access and use the App in accordance with all applicable laws and regulations. You may not use this App for any fraudulent or harmful purposes. If You violate this Agreement, Your license and right to use this App is automatically and immediately revoked.

Use of the App may be affected by technical and equipment malfunctions, congestion on the telephone network, availability of the Internet, available signal on any electronic device, or a combination thereof.

This App contains proprietary information and material that is owned by Intelligent Locations and its subsidiaries, affiliates, and licensors, and other third parties (individually and collectively, the "Licensors"), and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that You will not use such proprietary information or materials in any way whatsoever except in compliance with this Agreement.

3. Privacy Policy.

Intelligent Locations, the developer of this Application, is committed to protecting your information. We have developed this Consumer Mobile Application Privacy Policy ("Privacy Policy") to tell you what information we collect from you when you use the Consumer Mobile Application (the "App"). Our use of your information is subject to the Privacy Policy in effect at the time of our use. By using the App you agree with this Privacy Policy and the way we collect, use, and secure your information as described below. **IF YOU DO NOT AGREE, PLEASE DO NOT USE THE APP.**

General.

THE APP IS INTENDED FOR USE BY ADULTS OVER AGE 18. PARENT(S) OR GUARDIAN(S) MUST CONSENT PRIOR TO CHILDREN UNDER AGE 13 USING

THE APP AND MUST AGREE TO THIS PRIVACY POLICY. The patient information accessed through this website and contained in the Service is confidential in accordance with state and federal law, including without limitation the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Please consult your practice's Privacy Policies to determine whether your use or disclosure of this information is appropriate. Intelligent Locations may monitor your use of this website and the Service and may use any information collected through your use of this Service in accordance with Intelligent Locations' Agreement with your healthcare provider.

Information We Collect From You.

Information you provide to us may include, but is not limited to, your Personal Information, such as your name, address, phone number, e-mail address, and other information you input into forms or text boxes in the App. In addition to Personal Information you provide, we receive and store certain types of information automatically ("Automatic Information") whenever you use the App. Automatic Information is necessary to allow your mobile device to operate the App and to communicate on the Internet. Automatic Information can include your Internet address and Internet service provider, details regarding the equipment and applications you use, the date and time you access the App, and your physical location.

We may also use "Cookies" to help us gather information each time you use the App. "Cookies" are files that store small amounts of information on your mobile device and "remember" you. Cookies help make it easier to use the App. You can choose to not provide Personal Information or Automatic Information, but then you may not be able to use the App.

How We Use Your Information.

We may use the information you provide and we collect to:

Verify your identity;

Provide and maintain the App;

Provide you with information about the App and us;

Assist you and help us perform responsibilities described in the End User License Agreement; and
Fulfill any other purpose for which you provide information.

We expect that all use and disclosure of your information will occur in the United States, and will be governed by United States law; however, some information may travel over the Internet and may travel outside the United States. Even if some information does travel outside the United States, you agree that the laws of the United States will apply.

Sharing Information.

We will not sell or rent your information to anyone, but we may share your information with others, such as our subsidiaries, contractors, and affiliates as necessary to operate our business, and as permitted by law. We may aggregate data about users of the App in a non-identifiable manner and use it for our business purposes unrelated to your use of the App. For example, we may aggregate data for product development and improvement activities and disclose such aggregated data to third parties. However, it is important to note that no personally identifiable information is available or used in this process. We may also share your information as required by law or by a court order. Also, we may share your information when we believe, in good faith, that sharing is necessary to protect your safety or the safety of others, to protect our rights, to investigate fraud, or to respond to a government request.

Third-Party Websites and Materials.

This application may contain links and pointers to other Internet sites, resources, and sponsors. Links to and from this website to other third party sites, maintained by third parties, do not constitute an endorsement by Intelligent Locations. Please consult the terms and conditions of use and privacy policies of these other sites prior to using the other sites. Your use of third-party content and third-party websites is at your own risk and subject to the third-party's terms and conditions, as applicable.

Confidentiality.

We protect confidential information about you by using reasonable security measures. These security measures include physical security measures, like a locked data center, administrative security measures, like policies and rules about how our employees use data and who is permitted to handle sensitive data, and technological measures, like encryption. By using several different kinds of security measures, we try to protect your information. However, no security is perfect, and no security system can prevent all security breaches. You transmit information to us at your own risk.

Children's Data.

We do not intentionally collect information about children under 13 years old unless a parent or guardian expressly consents to collection of information about that child. Parents, please use the "Contact Us" information below to give permission. If we find out that a user is under 13 years old and we have not received permission from a parent or guardian, all Personal Information will be permanently deleted. If a parent or guardian becomes aware that a child under 13 years old has provided Personal Information to us without their consent, please contact us through the "Contact Us" below. We will permanently delete that Personal Information within a reasonable time.

Changes to this Privacy Policy.

This Privacy Policy may be updated or changed from time to time for any reason and at our sole discretion. It is a good idea to review this Privacy Policy frequently for any such changes. Your continued use of the App means you accept any changes.

Contacting Us.

If you have questions about this Privacy Policy, please contact us at the following:

support@intelligentlocations.io

Tel: 1-866-3-LOCATE (1-866-356-2282)

4. Patient's Warranties.

You represent and warrant to Intelligent Locations that you have the capacity to understand and accept these terms. You also represent, warrant and covenant that, to the best of your knowledge, you shall not upload, post or transmit to or through the website or the Service any file that: (i) contains a computer virus or other harmful component; or (ii) contains false or misleading information. Furthermore, you represent and warrant that you are not accessing the service under misrepresentation or false identification.

5. Term and Termination of Service.

These Terms of Use will commence as soon as you access and use the Service and continue for the duration of your access. Intelligent Locations and your healthcare provider shall have the right to terminate your access to all or part of this website at anytime, without notice or liability.

6. Service Nature; Disclaimer.

YOU SHOULD NOT SOLELY RELY ON INFORMATION PROVIDED THROUGH THIS WEBSITE OR SERVICE OR USE THE SERVICE TO REPLACE YOUR DUTY TO ADHERE TO THE REQUIRED STANDARD OF CARE IN YOUR MEDICAL COMMUNITY OR PROFESSIONAL MEDICAL JUDGMENT INCLUDING WITHOUT LIMITATION, WITH RESPECT TO DECISIONS ABOUT MEDICATIONS, DIAGNOSIS OF DISEASES, DETERMINING TREATMENTS OR PERFORMING ANY OTHER TASKS THAT CONSTITUTE THE PRACTICE OF MEDICINE. YOU AGREE THAT YOUR USE OF THIS WEBSITE AND THE SERVICE SHALL NOT DIMINISH YOUR RESPONSIBILITY FOR PATIENT CARE.

Intelligent Location's service offers NO MEDICAL ADVICE.

Intelligent Locations is not a health services provider, and makes no representation or warranty, express or implied, to you of the service regarding the completeness or accuracy of the data you enter or processed data, nor any interpretation, medical decision or course of medical treatment related thereto. More specifically, the service is not intended to provide medical or professional advice of any kind. Information and services available on the service should not be used as a substitute for advice provided by your professional physician. Please see your physician for interpretation of the results. The service is not intended to address urgent or emergency medical needs. **IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CONTACT 911. DO NOT USE THE SERVICE TO SEND ANY MESSAGES OR REQUESTS THAT REQUIRE IMMEDIATE OR URGENT ATTENTION.**

Further, scheduling is subject to change without notice and/or for reasons beyond Intelligent Location's control. Intelligent Locations does not warrant to you the availability of the service at all times, and specifically excludes availability of the service during scheduled downtime for maintenance purposes, unscheduled maintenance and system outages, and/or availability of the service for other reasons beyond Intelligent Locations' control.

Finally, Intelligent Locations and its affiliates, subcontractors and third party licensors, if any, make no representations or warranties, whether express, implied or statutory regarding or relating to the service provided to you under this agreement, and without limiting the generality of the foregoing, Intelligent Locations specifically disclaims any and all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. The service is provided "as is, and with all faults." Intelligent Locations does not guarantee that your access to the service provided under this agreement will be uninterrupted, error free or secure.

7. Security.

You ensure that you will: (a) be responsible for the security and/or use of your user id and password; (b) not permit any other person or entity to use your user id and password; and (c) access and use the Service in accordance with these Terms of

Use and all applicable local, state, and federal laws and regulations. You shall also be responsible for: (d) your obligations under these Terms of Use and the restrictions set forth in these Terms of Use; and (e) your use of the Service. Intelligent Locations and your healthcare provider reserves the right to deny or revoke access to the Service, in whole or in part, if Intelligent Locations reasonably believes that you are in breach of these Terms of Use or are otherwise using or accessing the Service inconsistent with the Terms of Use.

8. Limitation of liability.

You the user assume all risk of using the content and materials included or made available through this App. The App is provided "as-is", with NO WARRANTIES. All warranties are are disclaimed, including but not limited to, warranties of fitness for a particular purposes, non-infringement, merchantability, or accuracy of information. Intelligent Locations does not warrant that the App will be uninterrupted, error free, that defects will be correct, or that it is free of viruses or bugs.

Intelligent Locations and its affiliates, subcontractors and third party licensors shall not be liable for any loss of use, business interruption, loss of or damage to your patient medical data, cost of cover, direct, indirect, special, punitive, incidental or consequential damages of any kind in connection with or arising out of the furnishing, performance or use of the service under these terms of use, whether alleged as a breach of contract or tort, including negligence, even if Intelligent Locations has been advised of the possibility of such damages. In addition, Intelligent Locations will not be liable for any damages caused by any delay in delivery or furnishing access to the service under these terms of use. Since the service is provided to you at no charge, Intelligent Locations shall not be liable under these terms of use for any damages of any kind. To the extent liability cannot be excluded or disclaimed, liability is limited to \$1.00 USD.

9. Indemnification.

Intelligent Locations does not have any responsibility for your medical treatment or care. You shall indemnify, defend and hold harmless Intelligent Locations, its

directors, officers, employees, agents, successors and assigns and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, arising out of or relating to: (a) any injury resulting from the use of your patient medical data or processed data; (b) any claim that your data and/or processed data is inaccurate or incomplete; (c) any non-compliance with the terms of this agreement; (d) claims that content or information provided by you infringes the intellectual property rights of a third party; or (e) any breach of these terms of use by you.

10. Notice and Takedown Procedures; Copyright Agent.

If You believe any materials made available by or incorporated into the App infringe Your copyright, You may request removal of those materials (or access thereto) by contacting the copyright agent identified below and providing the following information:

Identification of the copyrighted work that You believe to be infringed, including a description of the work, and the location of an authorized version of the work.

Identification of the alleged infringing material and its location in sufficient detail to allow us to locate the material.

Your name, address, telephone number and (if available) e-mail address.

A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.

A statement that the information that you have supplied is accurate, and that "under penalty of perjury," You are the copyright owner or are authorized to act on the copyright owner's behalf.

A signature or the electronic equivalent from the copyright holder or authorized representative.

The agent for copyright issues relating to the App is:

support@intelligentlocations.io

Tel: 1-866-3-LOCATE (1-866-356-2282)

11. Complete Agreement.

This Agreement constitutes the entire agreement between You and Intelligent Locations with respect to the use of the App and content. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect, and to the extent necessary, a provision most closely effectuating the intent of Intelligent Locations shall be substituted for such invalid provision. No waiver of any provision of this Agreement shall be deemed a further or continuing waiver of such provision, term or condition or any other provision, term or condition.

12. Governing Law; Arbitration; Exclusive Jurisdiction of Illinois Courts. This Agreement shall be governed and construed under the laws of the State of Illinois without regard to its conflict of law principles. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration, conducted in Illinois, administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, which each of the parties to this Agreement accepts exclusively will be federal and/or state courts sitting in Illinois.