



Terms of Use

Updated 5/1/2020

These Terms of Service ("Agreement") are a contract between you and Rojas Creations, LLC, and its web and mobile application PsychScribe, ("Rojas Creations", "PsychScribe" or "Us" or "We") and govern your use of PsychScribe's website (www.psychscribeapp.com, and any affiliated sub-domains and mobile applications and sites), Software, and Servers (hereinafter collectively the "Service"), your rights and obligations with respect to User Data that you place in the Service, and associated Intellectual Property Rights thereto, as well as your creation of an account by which you will access the Service, (hereinafter an "Account") for use in connection with the Service. By accessing, using, subscribing, purchasing, or downloading any goods, materials, or content from the Website, you agree to follow and be bound by the following terms and conditions (the "Terms & Conditions") and any other terms and conditions embodied in any other agreements you enter into with us. If you do not agree with the Terms & Conditions, you may not use the Website.

NOTICE OF ARBITRATION AGREEMENT AND CLASS ACTION WAIVER: THIS AGREEMENT INCLUDES A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER, SET FORTH BELOW, WHICH AFFECT YOUR RIGHTS ABOUT RESOLVING ANY DISPUTE WITH US. PLEASE READ IT CAREFULLY.

These Terms & Conditions apply to ALL transactions made on or through the Website. This Agreement is governed by the Electronic Signatures in Global and National Commerce Act. You manifest your agreement to the terms and conditions in this Agreement by any act demonstrating your assent thereto, including clicking any button containing the words "I agree" or similar syntax, by accessing the Website, by establishing an account, or using the Services, whether you have read these terms or not. You should print a copy of this Agreement for your personal records. This Agreement may be changed by Rojas Creations LLC, effective immediately by notifying you as provided in Section 29 below. By continuing to access or use the Service after the effective date of any such change, you agree to be bound by the modified Terms of Service.

1. Definitions

- "Website" means the websites and services available from the domain and subdomains of www.psychscribeapp.com, any related or successor domains, and mobile applications and sites from which PsychScribe may offer services;
- "Servers" are the devices that host the Website and the Software or Service;
- "User Data" means any data that you upload or submit to the Servers, Website, or other areas of the Service, including but not limited to Protected Health Information as that term is defined below;
- "Intellectual Property Rights" means copyrights, trademarks, service marks, trade dress, publicity rights, database rights, patent rights, and other intellectual property rights or proprietary rights recognized by law;
- "HIPAA" means the Health Insurance Portability and Accountability Act of 1996;
- "Protected Health Information" or "PHI" means protected health information as defined by HIPAA's Privacy Rule found at 45 C.F.R. Section 160.103; and
- "Dispute" will have the broadest meaning possible and means any dispute, action, or other controversy between you and PsychScribe relating to the Website/Mobile Platform/ Service, any transaction or relationship between you and PsychScribe resulting from your use of the Website/Mobile Platform/Service, communications between you and PsychScribe, or this Agreement – whether in contract, warranty, tort, laws, or regulations.
- "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.



2. Verification for PsychScribe

By accepting this Agreement in connection with an Account, you represent that you are at least 18 years of age, or the legal age of majority where you reside if that jurisdiction has an older age of majority, and you have the legal authority to enter into this Agreement. You further agree that as a condition to accessing the Website or Mobile Application, you will submit to account verification as required by PsychScribe, and provide only true and accurate identification documentation to PsychScribe or its third party service providers to verify your age and other Account related information.

3. Establishing an Account

You must establish an Account with PsychScribe to use the Service. Only one person may be an Account Owner, who can grant access to the account to other account users. You agree to provide accurate, current, and complete information about yourself as prompted by the registration form ("Registration Data") and to use the account management tools provided to keep your Registration Data accurate, current and complete. You must enter an email address to identify yourself to PsychScribe in connection with your Account (your "Account Name").

4. Responsibility for Use of Account

As the Account Owner, you are responsible for all activities conducted through your Account through your user name, and are responsible if you grant access or authorize access to your Account on your behalf. In the event that fraud, violation of law, regulation or rule, or other conduct that violates this Agreement is discovered or reported (whether by you or someone else that is connected with your Account), we may suspend or terminate your Account as described in Section 21.

5. Selection and Use of Account Password

At the time your Account is created, you must enter a valid email address and create a password. You are responsible for maintaining the confidentiality of your password and are responsible for any harm resulting from your disclosure, or authorization of the disclosure of your password or from any person's use of your password to gain access to your Account or Account Name. At no time should you respond to an online request for a password other than in connection with the log-on process to the Service. Your disclosure of your password to any other person is at your own risk.

6. Fees and Billing

PsychScribe provides the Service for the fee set forth on our Website. We may add new services for additional fees and charges, or prospectively amend fees and charges for existing services. You acknowledge that it is your responsibility to ensure payment in advance for all paid aspects of the Service, and to ensure that your credit or debit cards or other payment instruments accepted by PsychScribe continue to be valid and sufficient for such purposes. We may exercise our suspension or termination rights as provided in Section 21 in the event of any payment delinquency.

7. Modification of Service

PsychScribe reserves the right to the right to add, modify, or eliminate aspect(s), features or functionality of the Service from time to time for the purposes of compliance with applicable laws and regulations, to effect improvements in security and functionality, to correct errors, or for other commercially reasonable purposes at its sole discretion.

8. Privacy Policy, Protected Health Information, User Data and Use of Your Information, Data Deletion on Termination

Any information (including personally identifiable information and payment account information) you submit to our site is governed by the Privacy Policy. The Privacy Policy encompasses any and all information you may provide to our site either for purposes of creating an account, submitting an inquiry or to receive further information, updates and promotions about or related to the Service. We will make no use of PHI that is not permitted by this Agreement or that is prohibited by applicable law,



including but not limited to HIPAA. In the event that we receive a subpoena or other order issued by or under authority of a court of competent jurisdiction compelling the disclosure of any of your PHI, we will notify you of the subpoena or order prior to disclosing the PHI to provide you with an opportunity to intervene or otherwise prevent the disclosure. We will make commercially reasonable efforts to maintain the Service in a manner that includes appropriate administrative, technical, and physical security measures designed to protect the confidentiality, availability, and integrity of PHI as required by HIPAA.

In the event of termination of this Agreement, whether by your cancellation of the Agreement or due to your breach of this Agreement, the Website and Mobile Platform will enable you to retrieve your User Data contained within the Service prior to the account termination date. You may export a file or files from your account but will not be able to add new User Data or PHI. PsychScribe will continue to securely store your User Data and PHI on our servers until such time as you are able to delete them according to regulations regarding deleting PHI.

9. No Responsibility for Acts of Omissions of Third Party Websites

We do not engage in cross-marketing or link-referral programs with other sites. We do not send you unsolicited communications for marketing purposes. We do not engage in affiliate marketing. The service may allow a connection with a third-party server. You agree that PsychScribe is not responsible or liable for the content, policies or practices of any third-party server or on-line services or environments. Please consult any applicable terms of use and privacy policies provided by the third party for which server or online service.

10. Your Rights and Obligations with Respect to Your Data

You retain any and all Intellectual Property Rights you already hold under applicable law in User Data you upload or submit to the Service, subject to the rights, licenses, and other terms of this Agreement. In connection with User Data you upload or submit to the Service, you affirm, represent, and warrant that you own or have all necessary Intellectual Property Rights, licenses, consents, and permissions to use and authorize PsychScribe to use the User Data as it deems necessary for the purposes of debugging, testing, or providing support or development services in connection with the Service and future improvements to the Service. The license granted in this Section is referred to as the "Service Data License." You also acknowledge that the Service Data License granted to PsychScribe with respect to your Content will survive the termination of your Account to permit PsychScribe: (i) to retain server copies of particular instances of your User Data, including copies stored in connection with back-up, debugging, and testing procedures; and (ii) to enable the exercise of the licenses granted in this Section for any other copies or instances of the same User Data that you have not specifically deleted from the Service.

11. Interruption of Service

PsychScribe may on occasion need to interrupt the Service, with or without prior notice, to protect the integrity or functionality of the Service. You agree that PsychScribe will not be liable for any interruption of the Service (whether intentional or not), and you understand that you will not be entitled to any refunds of fees or other compensation for interruption of service. Likewise, you agree that in the event of loss of any User Data, we will not be liable for any purported damage or harm arising therefrom.

12. PsychScribe's Intellectual Property Rights and Limited License Granted to You

PsychScribe owns Intellectual Property Rights in and to the Service, except all User Data, including the PsychScribe mobile platform, the Websites, and the Servers, and to our trademarks, service marks, trade names, logos, domain names, taglines, and trade dress (collectively, the "PsychScribe Marks"). You understand that such Intellectual Property Rights are apart from any rights you may have in User Data you upload or submit to the Service, as discussed above. You acknowledge and agree that PsychScribe and its licensors own all right, title, and interest in and to the Service, including all



Intellectual Property Rights therein, other than with respect to User Data. Except as expressly granted in this Agreement, all rights, title, and interest in and to the Service, except all User Data, and in and to the PsychScribe Marks are reserved by PsychScribe. Copyright, trademark and other laws of the United States and foreign countries protect the Service and the PsychScribe Marks.

PsychScribe hereby grants you a non-exclusive, non-transferable, non-sublicenseable, limited, revocable license to access and use the Service as set forth in these Terms of Use and expressly conditioned upon your Account remaining active, in good standing, and in full compliance with these Terms of Use. You agree that you will not (i) allow any person or entity not authorized by PsychScribe to use or access the Service, (ii) attempt to copy any ideas, features, functions or graphics contained in the Service; (iii) use the PsychScribe Mobile Platform or Website in the operation of a service bureau, an application service provider or for any other purpose intended to benefit a party other than you, (iv) alter or modify the PsychScribe Mobile Platform or Software, (v) sell, assign, sublicense, rent, lease or otherwise transfer the PsychScribe Mobile Platform or Software or any rights in connection therewith, or (vi) attempt to translate, disassemble, decompile, reverse assemble, reverse engineer all or any part of the Service or otherwise attempt to derive the source code for the Platform or Software. Mobile Application License Subject to your compliance with these Terms of Use, PsychScribe grants you a limited non-exclusive, non-transferable license to use the PsychScribe mobile application and to access the platform via a single mobile device or computer that you own or control and to run such copy of PsychScribe mobile application solely for your own personal use. You shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the PsychScribe mobile application in any way; (ii) modify or make derivative works based upon the Website or PsychScribe mobile application; (iii) create Internet "links" to the Website or "frame" or "mirror" the PsychScribe mobile application on any other server or wireless or Internet-based device; (iv) reverse engineer or access the PsychScribe mobile application in order to (a) design or build a competitive product or service, (b) design or build a product using similar ideas, features, functions or graphics of the Website or PsychScribe mobile application, or (c) copy any ideas, features, functions or graphics of the Website or PsychScribe mobile application; or (v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Website or PsychScribe mobile application.

Mobile Store Sourced Application

With respect to any application accessed through or downloaded from any mobile or device application site or store ("Mobile Store Sourced Application"), you agree that you will use the Mobile Store Sourced Application only as permitted by the Usage Rules set forth in any applicable Mobile Store Terms of Service and these Terms of Use. PsychScribe reserves all rights in and to the application not expressly granted to you under these Terms of Use. You acknowledge and agree that: (i) these Terms of Use are valid between you and PsychScribe only, and not the Mobile Store; and (ii) PsychScribe, not the Mobile Store, is solely responsible for the App Store Sourced Application and content thereof. Your use of the Mobile Store Sourced Application must comply with the Mobile Store Terms of Service. You acknowledge that the Mobile Store has no obligation whatsoever to furnish any maintenance and support services with respect to the Mobile Store Sourced Application. In the event of any failure of the Mobile Store Sourced Application to conform to any applicable warranty, you may notify the Mobile Store but the Mobile Store will have no warranty obligation whatsoever with respect to the Mobile Store Sourced Application. As between PsychScribe and the Mobile Store, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of PsychScribe. You acknowledge that, as between PsychScribe and the Mobile Store, the Mobile Store is not responsible for addressing any claims you have or any claims of any third party relating to the Mobile Store Sourced Application or your possession and use of the Mobile Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Mobile Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar



legislation. You acknowledge that, in the event of any third party claim that the Mobile Store Sourced Application or your possession and use of that Mobile Store Sourced Application infringes that third party's intellectual property rights, as between PsychScribe and the Mobile Store, PsychScribe, not the Mobile Store, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You acknowledge and agree that the Mobile Store, and its subsidiaries, are third party beneficiaries relating to your license of the Mobile Store Sourced Application, and that, upon your acceptance of these Terms of Use, the Mobile Store will have the right (and will be deemed to have accepted the right) to enforce the rights under these Terms of Use as related to your license of the Mobile Store Sourced Application against you as a third party beneficiary thereof. Without limiting any other provisions of these Terms of Use, you must comply with all applicable third party terms of agreement when using the Mobile Store Sourced Application.

13. Intellectual Property Rights of Third Parties

You agree that you will not upload, publish, or submit to any part of the Service any User Data that is protected by Intellectual Property Rights or otherwise subject to proprietary rights, including trade secret or privacy rights, unless you are the owner of such rights or have permission from the rightful owner to upload or submit the User Data and to grant PsychScribe all of the license rights granted in this Agreement. You agree that PsychScribe and Rojas Creations LLC will have no liability for, and you agree to defend, indemnify, and hold PsychScribe and Rojas Creations LLC harmless for, any claims, losses or damages arising out of or in connection with your use of any User Data.

14. Prohibited Conduct While Using the Service

You agree that you will not:

- Post, display or transmit Data that violates any law, or the rights of any third party including without limitation Intellectual Property Rights;
- Impersonate any person or entity without their consent, or otherwise misrepresent your affiliation;
- Post or transmit viruses, Trojan horses, worms, spyware, time bombs, cancelbots, or other computer programming routines that may harm the Service or interests or rights of other users, or that may harvest or collect any data or personal information about other users without their consent;
- Engage in malicious or disruptive conduct that impedes or interferes with other users' normal use of the Service; or
- Attempt to gain unauthorized access to any other user's Account, password or User Data, or allow more than one person to use an Account.

15. Violation of Terms

Any violation by you of the terms of this Section may result in immediate suspension or termination of your Account without any refund or other compensation.

16. Releases

You agree not to hold PsychScribe or Rojas Creations LLC liable for the Content, actions, or inactions of other users of the Service or of other third parties. As a condition of access to the Service, you release PsychScribe and Rojas Creations LLC (and its members, officers, directors, shareholders, agents, subsidiaries, and employees) from claims, demands, losses, liabilities and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have or claim to have with one or more other users of the Service or with other third parties, including whether or not PsychScribe becomes involved in any resolution or attempted resolution of the dispute. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.



17. Disclaimer of Other Express and Implied Warranties.

PsychScribe WARRANTS THAT DURING THE TERM OF THIS AGREEMENT, THE MOBILE PLATFORM WILL FUNCTION IN SUBSTANTIAL CONFORMANCE TO THE SPECIFICATIONS SET FORTH ON THE WEBSITE SUBJECT ONLY TO THE FOREGOING WARRANTY AND THE WARRANTIES CONTAINED IN SECTION 8, PSYCHSCRIBE PROVIDES THE SERVICE, INCLUDING WITHOUT LIMITATION THE MOBILE PLATFORM, THE WEBSITE, THE SERVERS, AND YOUR ACCOUNT, STRICTLY ON AN "AS IS" BASIS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO VALUE, EITHER EXPRESS OR IMPLIED, IS GUARANTEED OR WARRANTED WITH RESPECT TO ANY CONTENT. NOTWITHSTANDING ANY INTELLECTUAL PROPERTY RIGHTS YOU MAY HAVE IN YOUR USER DATA OR ANY EXPENDITURE ON YOUR PART, PSYCHSCRIBE AND YOU EXPRESSLY DISCLAIM ANY COMPENSABLE VALUE RELATING TO OR ATTRIBUTABLE TO ANY DATA RELATING TO YOUR ACCOUNT RESIDING ON PSYCHSCRIBE'S SERVERS. YOU ASSUME ALL RISK OF LOSS FROM USING THE SERVICE ON THIS BASIS.

PsychScribe does not ensure continuous, error-free, secure or virus-free operation of the Service, the mobile platform, the Websites, the Servers, or your Account, and you understand that you shall not be entitled to refunds or other compensation based on PsychScribe's failure to provide any of the foregoing other than as explicitly provided in this Agreement. Some jurisdictions do not allow the disclaimer of implied warranties, and to that extent, the foregoing disclaimer may not apply to you.

PsychScribe does not guarantee that by mere use of the Software you will be in compliance with HIPAA, and you understand and agree that you are responsible for maintaining any other administrative, technical and physical measures required to maintain appropriate information security with respect to your PHI and to otherwise comply with HIPAA.

18. Limitation of Liability.

IN NO EVENT SHALL PSYCHSCRIBE or ROJAS CREATIONS LLC, OR ANY OF ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, SUBSIDIARIES, AGENTS OR LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES OR DISGORGEMENT OR COMPARABLE EQUITABLE REMEDY, INCLUDING WITHOUT LIMITATION ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) OUT OF OR IN CONNECTION WITH THE SERVICE (INCLUDING ITS MODIFICATION OR TERMINATION), THE PSYCHSCRIBE MOBILE PLATFORM, THE WEBSITES, THE SERVERS, YOUR ACCOUNT (INCLUDING ITS TERMINATION OR SUSPENSION) OR THIS AGREEMENT, WHETHER OR NOT PSYCHSCRIBE MAY HAVE BEEN ADVISED THAT ANY SUCH DAMAGES MIGHT OR COULD OCCUR AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT WILL PSYCHSCRIBE'S CUMULATIVE LIABILITY TO YOU EXCEED THE GREATER OF ONE HUNDRED FIFTY DOLLARS (U.S. \$150.00). Some jurisdictions do not allow the foregoing limitations of liability, so to the extent that any such limitation is found to be impermissible, such limitation may not apply to you.

19. Indemnification

At PsychScribe's request, you agree to defend, indemnify and hold harmless PsychScribe and/or Rojas Creations LLC, its members, officers, directors, shareholders, employees, subsidiaries, and agents from all damages, liabilities, claims and expenses, including without limitation attorneys' fees and costs, arising from: (i) any breach or alleged breach by you of this Agreement, including without limitation your representations and warranties relating to your Data; or (ii) your acts, omissions or use of the Service, including without limitation your negligent, willful or illegal conduct. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.



20. Legal Relationship Between You and PsychScribe and Rojas Creations LLC, No Third Party Beneficiaries

You acknowledge that your participation in the Service, including your uploading of Content in the Service, does not make you a PsychScribe nor Rojas Creations LLC employee and that you do not expect to be, and will not be, compensated by PsychScribe or Rojas Creations, LLC for such activities, and you will make no claim inconsistent with these acknowledgements. In addition, no agency, partnership, joint venture, franchise relationship is intended or created by this Agreement. There are no third party beneficiaries, intended or implied, under this Agreement.

21. Suspension and Termination of Accounts

You may terminate this Agreement by canceling your subscription at any time for any reason. Subject to PsychScribe's obligations pursuant to Section 8, in such event, PsychScribe shall have no further obligation or liability to you under this Agreement or otherwise. PsychScribe may suspend or terminate your Account for breach if you violate this Agreement, including any terms regarding payment of required fees and charges due under this Agreement. We may suspend or terminate your Account if we determine in our discretion that such action is necessary or advisable to comply with legal requirements or protect the rights or interests of PsychScribe or any third party. In such event, you will not be entitled to compensation for such suspension or termination, and you acknowledge PsychScribe will have no liability to you in connection with such suspension or termination.

22. Termination of Licenses Upon Termination of Account

Upon termination of your Account, all licenses granted by PsychScribe to use the Mobile Platform, Software, and the Service will automatically terminate. You are responsible for exporting all account data and ensuring the secure preservation of Protected Health Information for your clients pursuant to federal and state law, and ethical requirements. During the time frame beginning on termination or expiration of your Account, your access to the Service will be limited to downloading your User Data.

23. Liability for Unpaid Fees Upon Termination of Account

Upon termination by You or by PsychScribe of your Account, you will not receive any refund of any amounts previously paid and you will remain liable for any charges incurred or unpaid amounts owed by you to PsychScribe.

24. Survival of Terms After Termination

The following terms will survive any termination of this Agreement: Sections 8, 10, 12, 13, and 16 through 32.

25. Dispute Resolution

In the event of a Dispute between you and PsychScribe (including any dispute over the validity, enforceability, or scope of this dispute resolution provision), other than with respect to claims for injunctive relief, the Dispute will be resolved by binding arbitration pursuant to the rules of the American Arbitration Association Commercial Arbitration Rules. Notwithstanding this, either party shall still be allowed to apply for injunctive or other equitable relief to protect or enforce that party's Intellectual Property Rights in any court of competent jurisdiction where the other party resides or has its principal place of business.

Class Action Waiver. Any proceedings to resolve or litigate any Dispute in any forum will be conducted solely on an individual basis. Class arbitrations, class actions, private attorney general actions, consolidation of your Dispute with other arbitrations, or any other proceeding in which either party acts or proposes to act in a representative capacity or as a private attorney general are not permitted and are waived by you, and an arbitrator will have no jurisdiction to hear such claims. If a court or arbitrator finds that the class action waiver in this section is unenforceable as to all or some parts of a Dispute, then the class action waiver will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other



provision of this Dispute resolution section is found to be illegal or unenforceable, that provision will be severed with the remainder of this section remaining in full force and effect.

26. Disclaimer of Warranties as to Use Outside of the United States

PsychScribe is a United States-based service. We make no representation that any aspect of the Service is appropriate or available for use outside of the United States. Those who access the Service from other locations are responsible for compliance with applicable local laws. The Mobile Platform is subject to applicable export laws and restrictions.

27. Assignment of Agreement and Account

You may not assign this Agreement or your Account without our prior written consent. You may not transfer or sublicense any licenses granted by PsychScribe or Rojas Creations LLC in this Agreement without our prior written consent. We may assign this Agreement, in whole or in part, and all related rights, licenses, benefits and obligations, without restriction, including the right to sublicense any rights and licenses under this Agreement.

28. Integration, Interpretation of Section Headings and Severability

This Agreement and the policies referenced in this Agreement sets forth the entire agreement and understanding between you and PsychScribe with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings. This Agreement may not be modified except as provided in Section 1 or by mutual written agreement between you and PsychScribe that is signed by hand (not electronically) by duly authorized representatives of both parties and expressly references amendment of this Agreement.

You acknowledge that no other written, oral or electronic communications will serve to modify or supplement this Agreement, and you agree not to make any claims inconsistent with this understanding or in reliance on communications not part of this Agreement. The section headings used herein, including descriptive summary sentences at the start of each section, are for convenience only and shall not affect the interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be unlawful, void, or unenforceable, then in such jurisdiction that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of the remaining provisions.

29. Notices

PsychScribe may provide notice to you and obtain consent from you (1) through the website at www.psychscribeapp.com and/or (2) by electronic mail at the electronic mail address associated with your Account; You must give all notices required or permitted under this Agreement to PsychScribe, Rojas Creations LLC, 119 E Woodbine Terrace, Burgaw NC 28425.

30. No Responsibility for Acts or Omissions of Third Party Service Providers

PsychScribe may refer names of certain third party service providers ("Service Providers") to you upon your request or in connection with the Service. Any Service Providers referred to you by PsychScribe are not owned or controlled by PsychScribe, and PsychScribe does not receive any commission, fee or other compensation for referring any Service Providers to you. You agree that PsychScribe is not responsible or liable in any way for the acts or omissions of any Service Providers, including, without limitation, any negligent, willful or illegal conduct. You further agree to conduct your own investigation and due diligence regarding any Service Providers referred to you by PsychScribe. You agree to defend, indemnify and hold harmless PsychScribe and Rojas Creations LLC from all damages, liabilities, claims, expenses and losses relating to the referral of Service Providers to you.

31. Business Associate Agreement

For purposes of complying with the requirements of HIPAA, You and PsychScribe agree to be bound by each of the terms and provisions of the PsychScribe Business Associate Agreement, which can be



found at <https://www.psychscribeapp.com/baa> and which is incorporated in full by this reference. If any provision hereof is potentially or actually in conflict with the provisions of the Business Associate Agreement with respect to the treatment of Protected Health Information, the terms of the Business Associate Agreement shall prevail.

32. Transfer of User Data and Account Ownership

You agree that you are responsible for the provision of access to User Data and the sharing of User Data amongst those who are Users, Team Members or those who are retained by the Account Owner and patients, clients and any family members thereof, in accordance with applicable law. In the event that any practitioner who has access to the Service under the Account dies or becomes incapacitated or otherwise is unable to provide services to any User, then the Account Owner will be responsible for arranging for the transfer of User Data, or modification of access, in compliance with applicable law. This includes, but may not be limited to, providing identity verification or execution of necessary authorizations that may be required by PsychScribe or by applicable regulations or licensing bodies. You agree that PsychScribe reserves the right to not transfer User Data or modify access if the foregoing is not provided to the extent required by applicable law. If the Account Owner dies, or otherwise becomes incapacitated, PsychScribe will attempt to identify an appropriate individual to transfer the Account Owner role pursuant to applicable law or regulation, and if an appropriate individual can be identified, will transfer the Account Owner role to that individual as outlined above. IT IS RECOMMENDED THAT ACCOUNT OWNER CREATE CLEAR DIRECTIONS REGARDING ACCESS TO AND TRANSFER OF USER DATA IN THE EVENT OF THEIR DEATH OR INCAPACITATION AND SHARE THESE DIRECTIONS WITH A QUALIFIED AND TRUSTED INDIVIDUAL IN ADVANCE. Requests for transfer of the Account Owner role, either by the Account Owner or by an individual legally designated to assume Ownership, must be initiated by you by emailing info@psychscribeapp.com. You agree that User Data that is PHI may only be accessed by or transferred to an appropriate party, pursuant to HIPAA rules and applicable state regulations.