

Terms and Conditions for CaseDrive Application

Effective Date: 04-03-2023

Welcome to CaseDrive, an application provided by LezDo TechMed Pvt Ltd ("LezDo TechMed", "we", "us", or "our"). By using CaseDrive, you ("User" or "you" or "client") agree to comply with and be bound by the following terms and conditions ("Terms"). Please read these Terms carefully before using CaseDrive. If you do not agree to these Terms, you must not use the application.

1. Use of the Application

1.1. Eligibility: CaseDrive is intended for legal professionals, lawyers, physicians, case managers, insurance companies, brokerage agencies, IMEs, QMEs, and medical professionals in the US, UK, Canada, and Australia. You must be at least 18 years old to use this application.

1.2. License: LezDo TechMed grants you a non-exclusive, non-transferable, limited license to use CaseDrive for managing and reviewing medical records even with sophisticated technologies (AI prediction algorithm) using-AI, LLM, ML, & NLP for record review purposes.

1.3. Prohibited Activities: You agree not to misuse the application or engage in any activity that disrupts or interferes with the application or its services, including but not limited to:

- Uploading, posting, or transmitting any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.
- Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity.
- Forging headers or otherwise manipulating identifiers in order to disguise the origin of any content transmitted through the application.
- Uploading, posting, or transmitting any content that you do not have a right to make available under any law or under contractual or fiduciary relationships.
- Uploading, posting, or transmitting any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party.

- Uploading, posting, or transmitting any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.
- Uploading, posting, or transmitting any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.
- Disrupting the normal flow of dialogue, causing a screen to "scroll" faster than other users of the application are able to type, or otherwise acting in a manner that negatively affects other users' ability to engage in real-time exchanges.
- Interfering with or disrupting the application or servers or networks connected to the application, or disobeying any requirements, procedures, policies, or regulations of networks connected to the application.
- Intentionally or unintentionally violating any applicable local, state, national, or international law, and any regulations having the force of law.
- Collecting or storing personal data about other users in connection with the prohibited conduct and activities set forth in the paragraphs above.

2. User Accounts

2.1. Account Creation: You must create an account to access the features of CaseDrive. When creating your account, you must provide accurate and complete information. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account.

2.2. Account Security: You agree to notify us immediately of any unauthorized use of your account or any other breach of security though there remains **multifactor authentication** in force. We will not be liable for any loss or damage arising from your failure to comply with this provision.

2.3. Account Termination: We reserve the right to terminate or suspend your account at our sole discretion, without prior notice, if you violate these Terms or engage in any unlawful activity. Upon termination, your right to use CaseDrive will immediately cease. If you wish to terminate your account, you may do so by following the instructions on the application or contacting us directly.

3. Data Privacy and Security

3.1. Data Storage: CaseDrive uses AWS for data storage, ensuring high standards of security and reliability. We are committed to ensuring the security and confidentiality of your data by complying to HIPAA, ISO27001, ISO9001, SOCTYPE2 standards very seriously.

3.2. Data Monitoring: We monitor user IP addresses and locations to improve our services and enhance user experience. This data is used solely for service improvement purposes and is not shared with third parties for promotional or any other activities.

3.3. Data Deletion: Your data will be retained for six months after the termination of our services, after which it will be permanently deleted. During this period, you can request data retrieval or further deletion as per your requirements.

3.4. Data Protection Measures: We implement advanced security measures, including encryption, firewalls, and secure socket layer (SSL) technology, to protect your data from unauthorized access, disclosure, alteration, and destruction.

3.5. User Responsibilities: You are responsible for safeguarding your account credentials and ensuring that your use of the application complies with all applicable data protection laws. You must notify us immediately of any suspected security breach or unauthorized use of your account.

4. Intellectual Property

4.1. Ownership: All intellectual property rights in CaseDrive, including but not limited to software, content, and trademarks, are owned by LezDo TechMed. This includes all text, graphics, logos, icons, images, audio clips, video clips, digital downloads, data compilations, and software.

4.2. Restrictions: You may not copy, modify, distribute, sell, or lease any part of CaseDrive or its content without our prior written consent. You may not reverse engineer or attempt to extract the source code of the application unless laws prohibit those restrictions or you have our written permission.

4.3. Trademarks: All trademarks, service marks, logos, trade names, and any other proprietary designations of LezDo TechMed used herein are trademarks or registered trademarks of LezDo TechMed LLC. Any other trademarks, service marks, logos, trade names, and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

5. Disclaimer of Warranties

5.1. Warranty: CaseDrive is provided on an "as is" and "as available" basis. LezDo TechMed makes no warranties or representations about the accuracy or completeness of the application's content or the services provided.

5.2. Limitation of Implied Warranties: To the fullest extent permitted by law, LezDo TechMed disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, and title.

6. Limitation of Liability

6.1. Exclusion of Liability: To the fullest extent permitted by law, LezDo TechMed shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of CaseDrive, including but not limited to:

- Loss of profits, revenue, data, or other intangible losses.
- Damages related to your access to, use of, or inability to access or use the application.
- Damages related to any conduct or content of any third party using the application.
- Damages related to any unauthorized access, use, or alteration of your transmissions or content.

6.2. Cap on Liability: In no event shall LezDo TechMed's aggregate liability for all claims relating to the application exceed the amount you paid, if any, for accessing the application during the twelve (12) months immediately preceding the date the claim arose.

7. Indemnification

7.1. User's Obligation: You agree to indemnify, defend, and hold harmless LezDo TechMed and its officers, directors, employees, and agents from and against any and all claims, damages,

liabilities, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

- Your use of CaseDrive.
- Your violation of these Terms.
- Your violation of any rights of a third party, including but not limited to intellectual property rights or privacy rights.
- Any content submitted by you that causes harm to a third party.

8. Modifications to Terms

8.1. Changes: We may revise these Terms from time to time. The most current version will always be available on our website. By continuing to use CaseDrive after changes become effective, you agree to be bound by the revised Terms.

8.2. Notification of Changes: We will notify you of any material changes to these Terms by posting a notice on our website or by sending you an email. It is your responsibility to review these Terms periodically for changes.

9. Governing Law and Dispute Resolution

9.1. Governing Law: These Terms are governed by and construed in accordance with the laws of the countries and the states (USA, UK, Canada & Australia) where ever, we work.

9.2. Dispute Resolution: Any disputes arising out of or in connection with these Terms shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Alabama, USA, and the language of arbitration shall be English.

9.3. Injunctive Relief: Notwithstanding the foregoing, LezDo TechMed reserves the right to seek injunctive relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of our intellectual property rights or other proprietary rights.

10. Termination

10.1. Termination by User: You may terminate your use of CaseDrive at any time by closing your account and ceasing all use of the application.

10.2. Termination by LezDo TechMed: We may terminate or suspend your access to CaseDrive, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms.

10.3. Effects of Termination: Upon termination of your access, your right to use the application will immediately cease. All provisions of these Terms which by their nature should survive termination shall survive, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

11. Third-Party Services

11.1. Third-Party Links: CaseDrive may contain links to third-party websites or services that are not owned or controlled by LezDo TechMed. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services.

11.2. Third-Party Terms: Your use of third-party services will be governed by the terms and conditions and privacy policies of those third parties. We encourage you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

12. Confidentiality

12.1. Confidential Information: During your use of CaseDrive, you may have access to confidential information of LezDo TechMed. You agree to keep all such confidential information in strict confidence and not to disclose it to any third party without our prior written consent.

12.2. Use of Confidential Information: You agree to use confidential information solely for the purpose of using CaseDrive and not for any other purpose.

13. Miscellaneous

13.1. Entire Agreement: These Terms constitute the entire agreement between you and LezDo TechMed regarding your use of CaseDrive and supersede all prior and contemporaneous

understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

13.2. Severability: If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be enforced to the maximum extent permissible and the remaining provisions of these Terms shall remain in full force and effect.

13.3. Waiver: No waiver of any term or condition of these Terms shall be deemed a further or continuing waiver of such term or any other term, and LezDo TechMed's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

13.4. Assignment: You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign or transfer our rights or obligations under these Terms without restriction.

13.5. Notices: Any notices or other communications provided by us under these Terms, including those regarding modifications to these Terms, will be given by posting to our website or by sending an email to the address associated with your account.

14. Feedback

14.1. Feedback and Suggestions: We welcome and encourage you to provide feedback, comments, and suggestions for improvements to CaseDrive . You may submit Feedback by emailing us at info@lezdotechmed.com. By submitting Feedback, you grant us a worldwide, non-exclusive, royalty-free, perpetual, and irrevocable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Feedback in any media, without compensation or acknowledgment to you.

15. Support and Maintenance

15.1. Support: LezDo TechMed provides customer support for CaseDrive. You can reach our support team by emailing support@lezdotechmed.com.

15.2. Maintenance: We may perform scheduled maintenance on CaseDrive, which may result in temporary interruptions of service. We will make reasonable efforts to provide advance notice of any scheduled maintenance.

16. User Conduct

16.1. Community Guidelines: To maintain a positive and respectful community, you agree to adhere to our community guidelines when using CaseDrive. These guidelines include:

- Treating all users with respect and dignity.
- Not engaging in any form of harassment, discrimination, or abuse.
- Not posting or transmitting any offensive, inappropriate, or harmful content.

16.2. Reporting Violations: If you encounter any content or behavior that violates our community guidelines, please report it to us immediately. We will investigate all reports and take appropriate action.

17. Data Processing Agreement

17.1. Data Controller and Processor: For the purposes of the General Data Protection Regulation (GDPR), LezDo TechMed is the data controller and processor of personal data processed through CaseDrive.

17.2. Data Processing Agreement: By using CaseDrive, you agree to our Data Processing Agreement, which outlines our obligations as a data controller and processor and your rights as a data subject.

18. Payment and Subscription

18.1. Free Services: CaseDrive is offered as a free service. We do not charge any fees for the use of the application.

18.2. Optional Paid Features: We may offer optional paid features or services in the future. If we introduce such features, we will provide clear pricing and payment terms, and you will have the option to subscribe to these features at your discretion.

19. Changes to the Application

19.1. Updates and Modifications: LezDo TechMed may update or modify CaseDrive from time to time to improve functionality, enhance security, or comply with legal requirements. We will make reasonable efforts to notify you of any significant changes.

19.2. Temporary Unavailability: The application may be temporarily unavailable from time to time for maintenance or other reasons. We will make reasonable efforts to minimize any disruption to your use of the application.

20. User-Generated Content

20.1. Responsibility for Content: You are solely responsible for any content that you upload, post, or transmit through CaseDrive. You agree not to upload, post, or transmit any content that:

- Infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party.
- Violates any applicable law or regulation.
- Is false, misleading, or deceptive.
- Is defamatory, libelous, or invasive of another's privacy.
- Contains any viruses, malware, or other harmful code.

20.2. Content Removal: We reserve the right to remove any content that violates these Terms or our community guidelines, or that we otherwise determine to be inappropriate, without prior notice to you.

21. Marketing and Communications

21.1. Communications: By creating an account, you agree to receive communications from LezDo TechMed related to CaseDrive, including promotional messages, updates, and service announcements. You may opt-out of receiving promotional messages at any time by following the **unsubscribe** instructions provided in the messages.

21.2. Marketing Consent: If you provide us with feedback, testimonials, or other content, you grant us the right to use and display such content for marketing and promotional purposes, with appropriate attribution to you.

22. Legal Compliance

22.1. Compliance with Laws: You agree to use CaseDrive in compliance with all applicable laws, regulations, and industry standards. You are responsible for ensuring that your use of the application does not violate any applicable laws or regulations.

22.2. Export Controls: You agree to comply with all applicable export control laws and regulations and to not use, export, or re-export CaseDrive in violation of such laws and regulations.

23. Force Majeure

23.1. Force Majeure Events: LezDo TechMed shall not be liable for any failure or delay in performing its obligations under these Terms due to any cause beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, governmental actions, and Internet or telecommunications failures.

24. Relationship of the Parties

24.1. Independent Contractors: Nothing in these Terms shall be construed as creating an employer-employee relationship, partnership, joint venture, or agency relationship between you and LezDo TechMed. You and LezDo TechMed are independent contractors.

25. Contact Information If you have any questions or concerns about these Terms, please contact us at: info@lezdotechmed.com

By using CaseDrive, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.