# TERMS AND CONDITIONS FOR CODOC ACADEMY’S MEDICAL CODING APPLICATION

**EFFECTIVE DATE: August 25, 2025**

## PLEASE READ CAREFULLY—THIS IS A BINDING CONTRACT

These Terms and Conditions ("Agreement") constitute a legally binding contract between CoDoc Academy, A Nevada limited liability company with its principal place of business in Las Vegas, Nevada ("Company," "we," "us," or "our") and you, either an individual or a legal entity that you represent ("User," "you," or "your"). This Agreement governs your access to and use of the Company's medical coding application, including all associated software, services, content, and functionality (collectively, the "Services").

BY CLICKING "I ACCEPT" OR BY ACCESSING OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SERVICES.

## 1. THE SERVICES

1. **Description of Services.** The Services consist of a medical coding application designed to assist healthcare providers, medical coders, and other authorized users in the coding, classification, and documentation of medical diagnoses, procedures, and treatments in accordance with recognized medical coding standards, including but not limited to ICD-10, CPT, HCPCS, and other applicable coding systems. The Services may include, without limitation, coding assistance, code validation, compliance checking, reporting functionality, and other related features as may be made available by the Company from time to time.
2. **Service Levels.** The Company offers the following service levels:
   1. **Free Services.** Limited functionality of the Services made available at no charge, subject to the terms and conditions herein.
   2. **Paid Services.** Enhanced functionality of the Services made available for a fee, as described in Section 9 (Fees) below.
3. **Access Requirements.** To access and use the Services, you must have:
   1. A compatible device with Internet access;
   2. A current and valid account with the Company; and
   3. Any other software, hardware, or other requirements specified by the Company from time to time.

## 2. MODIFICATIONS TO THIS AGREEMENT

1. **Right to Modify.** The Company reserves the right, at its sole discretion, to modify, add, or remove portions of this Agreement at any time by posting the amended terms on the Company's website or within the Services. Your continued use of the Services following the posting of any changes to this Agreement constitutes your acceptance of such changes.
2. **Notice of Material Changes.** The Company will make reasonable efforts to notify you of material changes to this Agreement by email to the email address associated with your account or by a prominent notice within the Services. However, you are responsible for regularly reviewing this Agreement for any changes.
3. **Rejection of Modified Terms.** If you do not agree to any changes to this Agreement, you must discontinue using the Services. Your continued use of the Services after the effective date of any changes constitutes your acceptance of the modified terms.

## 3. TERM, TERMINATION, AND SUSPENSION

1. **Term.** The term of this Agreement ("Term") will commence when you create an account and accept these terms, and will continue until terminated as provided herein.
2. **Termination by You for Convenience.** You may terminate this Agreement at any time by:
   1. Providing written notice to the Company at the address specified in Section 16 (Notices); and
   2. Ceasing all use of the Services and deleting any copies of the Services in your possession or control.
3. **Termination or Suspension by Us Other Than for Cause.**
   1. **Paid Services.** We may suspend your right and license to use any or all of the Paid Services, or terminate this Agreement with respect to the Paid Services, for any reason or no reason, by providing you with at least thirty (30) days' advance written notice.
   2. **Free Services.** We may suspend your right and license to use any or all of the Free Services, or terminate this Agreement with respect to the Free Services, at any time for any reason or no reason, with or without notice to you.
4. **Termination and Suspension for Cause.** We may, in our sole discretion, immediately suspend your access to the Services or terminate this Agreement if:
   1. You attempt a denial of service attack on any of the Services;
   2. You attempt to hack or break any security mechanism on any of the Services, or we otherwise determine that your use of the Services poses a security risk to the Services or to other users;
   3. You otherwise use the Services in a way that disrupts or threatens the Services;
   4. You are in default of your payment obligations for longer than thirty (30) days;
   5. We determine, in our sole discretion, that there is evidence of fraud with respect to your account;
   6. You use any of the Company Content (as defined in Section 6.1) in violation of this Agreement;
   7. We receive notice or we otherwise determine, in our sole discretion, that you may be using the Services for any illegal purpose or in a way that violates applicable law or the rights of any third party;
   8. We determine, in our sole discretion, that our provision of any of the Services to you is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason; or
   9. Subject to applicable law, upon your liquidation, commencement of dissolution proceedings, disposal of your assets, failure to continue your business, assignment for the benefit of creditors, or if you become the subject of a voluntary or involuntary bankruptcy or similar proceeding.
5. **Termination or Suspension with Notice.** We may terminate this Agreement or suspend your access to the Services upon written notice to you if:
   1. You are in default of any payment obligation with respect to any of the Services and such default continues for a period of fifteen (15) days following notice to you; or
   2. You breach any other provision of this Agreement and fail, as determined by us in our sole discretion, to cure such breach within fifteen (15) days after receipt of notice from us describing the breach.
6. **Effect of Suspension or Termination.**
   1. **Suspension.** Upon our suspension of your use of any Services, in whole or in part: (i) you remain liable for all fees accrued through the date of suspension; (ii) you remain responsible for any applicable fees and charges for any Services to which you continue to have access; and (iii) you will not be entitled to any service credits under any applicable Service Level Agreement for any period of suspension.
   2. **Termination.** Upon termination of this Agreement for any reason: (i) you remain liable for all fees accrued through the date of termination; (ii) your license rights under this Agreement immediately terminate; (iii) you must cease all use of the Services and delete any copies of the Services in your possession or control; and (iv) Sections 5 (Confidential Information), 6 (License to Use the Company Properties), 10 (Confidentiality), 11 (Intellectual Property), 13 (Disclaimer & Limitations on Liability), 14 (Indemnification), 15 (Disputes), and 17 (Miscellaneous Provisions) will survive termination.
7. **Data Preservation in the Event of Suspension or Termination.**
   1. **Suspension Other Than for Cause.** During any period of suspension other than for cause as described in Section 3.4, we will preserve your data stored within the Services.
   2. **Suspension or Termination for Cause.** In the event of a suspension or termination for cause as described in Section 3.4, we may immediately delete your data stored within the Services without notice to you.
   3. **Termination by You.** If you terminate this Agreement in accordance with Section 3.2, we will make your data available for export for a period of thirty (30) days following the effective date of termination, after which we may delete your data without notice to you.

## 4. AUTHORIZATION AND LICENSE TO USE THE SERVICES

1. **Permitted Uses Generally.** Subject to your compliance with this Agreement and payment of applicable fees, the Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services during the Term solely for your internal business purposes in accordance with this Agreement and any documentation provided by the Company.
   1. **Individual Use.** If you are an individual, you may use the Services for your own professional medical coding activities.
   2. **Organizational Use.** If you are an organization, you may authorize your employees and contractors to use the Services on your behalf, provided that you remain responsible for their compliance with this Agreement.
   3. **API Access.** If the Services include access to an application programming interface ("API"), you may use the API to develop and operate your own applications that interact with the Services, subject to any additional terms and conditions applicable to API use.
2. **Restricted Uses Generally.** You shall not, and shall not permit any third party to:
   1. **No Interference with Proper Functioning.** Use the Services in any manner that could disable, overburden, damage, or impair the Services or interfere with any other party's use of the Services;
   2. **No Unauthorized Access.** Attempt to gain unauthorized access to the Services, other accounts, computer systems, or networks connected to the Services through hacking, password mining, or any other means;
   3. **No Reverse Engineering.** Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, algorithm, structure, or organization of the Services;
   4. **No Modification.** Modify, adapt, or create derivative works based on the Services or any part thereof;
   5. **No Resale or Commercial Exploitation.** Sell, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder, including by offering the Services on a service bureau, software-as-a-service, or time-sharing basis;
   6. **No Circumvention.** Remove, circumvent, disable, damage, or otherwise interfere with security-related features of the Services, features that prevent or restrict the use or copying of any content, or features that enforce limitations on the use of the Services;
   7. **No Unlawful or Harmful Use.** Use the Services for any unlawful purpose or in any manner that could harm the Company, its service providers, its suppliers, or any other person;
   8. **No Violation of Medical Privacy Laws.** Use the Services in any manner that violates applicable medical privacy laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations; or
   9. **No Violation of Medical Coding Standards.** Use the Services to deliberately submit false, fraudulent, or misleading medical codes or claims.
3. **Accounts and Keys.**
   1. **Account Creation.** To access and use the Services, you must create an account by providing accurate and complete information as prompted by the registration form. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.
   2. **API Keys.** If the Services include access to an API, we may issue you API keys or other access credentials. You are responsible for maintaining the confidentiality of such keys and credentials and for all activities that occur using your keys and credentials.
   3. **Unauthorized Use.** You must notify us immediately of any unauthorized use of your account, API keys, or other access credentials, or any other breach of security that you become aware of.

## 5. ACCEPTABLE USE POLICY AND SERVICE TERMS

1. **Compliance with Laws.** You agree to use the Services in compliance with all applicable laws, regulations, and industry standards, including but not limited to laws regarding medical privacy, data protection, intellectual property, and medical billing and coding.
2. **This Section is Intentionally Omitted.**
3. **User Content.**
   1. **Definition.** "User Content" means any data, information, or material that you upload, transmit, or otherwise make available through the Services, including but not limited to medical codes, patient information (de-identified or otherwise), and other healthcare-related data.
   2. **License to User Content.** You grant the Company a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, adapt, publish, translate, and distribute your User Content solely for the purpose of providing the Services to you.
   3. **Responsibility for User Content.** You are solely responsible for your User Content and the consequences of uploading, transmitting, or otherwise making available such User Content through the Services. You represent and warrant that: (i) you own or have the necessary rights, licenses, consents, and permissions to use and authorize the Company to use your User Content as described herein; and (ii) your User Content does not violate the rights of any third party.
   4. **No Obligation to Monitor.** The Company has no obligation to monitor User Content, but may do so and may remove any User Content or prohibit any use of the Services that the Company believes may be (or is alleged to be) in violation of this Agreement.
4. **Security Measures.**
   1. **Your Security Obligations.** You agree to implement and maintain appropriate technical, organizational, and physical safeguards to protect the Services and any data processed through the Services from unauthorized access, use, disclosure, alteration, or destruction.
   2. **Company Security Measures.** The Company will implement reasonable security measures designed to protect the Services and your User Content from unauthorized access, use, disclosure, alteration, or destruction. However, no security system is impenetrable, and the Company cannot guarantee the security of the Services or your User Content.

## 6. LICENSE TO USE THE COMPANY PROPERTIES

1. **Company Properties.** The "Company Properties" include, but are not limited to:
   1. Proprietary application programming interfaces ("APIs");
   2. Developer tools for use in connection with the APIs;
   3. Articles and documentation for use in connection with the use and implementation of the Services;
   4. Specifications describing the operational and functional capabilities, use limitations, technical and engineering requirements, and testing and performance criteria relevant to the proper use of the Services;
   5. Other forms of digital content, data, text, images, logos, user interface designs, and other creative designs;
   6. Sample source code which we may make available from time to time for use in connection with the Services; and
   7. Software libraries created by us in connection with the Services ("Libraries").
2. **License Grant.** Subject to your compliance with this Agreement, the Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Company Properties solely in connection with your authorized use of the Services during the Term.
3. **Restrictions.** Except as may be expressly authorized under this Agreement:
   1. You may not attempt to, or in any way: modify, alter, tamper with, repair, or otherwise create derivative works of the Company Properties;
   2. You may not attempt to, or in any way: reverse engineer, disassemble, or decompile the Company Properties or apply any other process or procedure to derive the source code of any software included in the Company Properties; and
   3. You may not edit Documentation in any way that materially alters the meaning of the content.
4. **Restrictions With Respect to Use of Marks.** You may not use the Company's trademarks, service marks, trade names, logos, domain names, or other distinctive brand features ("Marks") except as expressly permitted by the Company in writing. You may not remove, obscure, or alter any proprietary rights notices (including trademark and copyright notices) that may be affixed to or contained within the Services or the Company Properties.
5. **Nonexclusive Rights.** The rights granted to you under this Agreement are nonexclusive, and the Company reserves the right to: (a) provide the Services and the Company Properties to others; and (b) develop and commercialize products or services that may compete with or be similar to products or services that you develop in connection with your use of the Services or the Company Properties.

## 7. UPTIME, DOWNTIME, AND EXCLUDED SERVICE SUSPENSIONS; SECURITY

1. **Uptime.** Company will use all commercially reasonable efforts to make the Service available with a Service Availability Percentage (as defined below) of at least 99.9% during each calendar month (the "Service Commitment"). "Service Availability Percentage" is calculated by subtracting from 100% the percentage of minutes during the calendar month in which the Services were unavailable. Service Availability Percentage measurements exclude downtime resulting directly or indirectly from any Excluded Service Suspension (as defined below).
2. **Downtime.** In addition to our rights to terminate or suspend Services to you as described in Section 3, we may suspend Services in order to: (a) prevent damages to, or degradation of, our network integrity which may be caused by a third party; (b) comply with any law, regulation, court order, or other governmental request; (c) otherwise protect ourselves from potential legal liability; or (d) address a breach of this Agreement. We will use commercially reasonable efforts to: (i) provide you with reasonable notice prior to any such suspension; (ii) limit the duration of the suspension to the shortest period practicable under the circumstances; and (iii) restore the Services as soon as the circumstances giving rise to the suspension have been resolved.
3. **Excluded Service Suspensions.** "Excluded Service Suspensions" means any unavailability, suspension, or termination of Services, or any other Services performance issues: (a) that result from a termination or suspension of your right to use the Services as described in Section 3; (b) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the Services; (c) that result from any actions or inactions of you or any third party; (d) that result from your equipment, software, or other technology and/or third-party equipment, software, or other technology (other than third-party equipment within our direct control); (e) that result from scheduled maintenance for which you have been provided advance notice; or (f) arising from our suspension or termination of your right to use the Services in accordance with this Agreement.
4. **Security.** We strive to keep Your Content secure, but cannot guarantee that we will be successful at doing so, given the nature of the Internet. Accordingly, without limitation to Section 13 (Disclaimer & Limitations on Liability) below, you acknowledge that you bear sole responsibility for adequate security, protection and backup of Your Content. We strongly encourage you, where available and appropriate, to: (a) use encryption technology to protect Your Content from unauthorized access; (b) routinely archive Your Content; and (c) keep your applications and operating systems up to date.

## 8. SERVICE COMMITMENTS AND SERVICE CREDITS

1. **Service Commitments.** If we fail to meet the Service Commitment, you will be eligible to receive a Service Credit as described below. Service Credits are calculated as a percentage of the total charges paid by you for the applicable Service for the monthly billing cycle in which the Service Availability Percentage was less than the Service Commitment, in accordance with the following schedule:
2. **Credit Request and Payment Procedures.**
   1. To receive a Service Credit, you must submit a claim by sending an email to [codocacademy@gmail.com](mailto:codocacademy@gmail.com). To be eligible, the credit request must be received by us within thirty (30) days after the incident occurred and must include: (i) the words "Service Credit Request" in the subject line; (ii) the dates and times of each unavailability incident that you are claiming; and (iii) your request logs that document the errors and corroborate your claimed outage.
   2. If the Service Availability Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.
   3. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in this Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this Section 8.

## 9. FEES

1. **Service Fees.**
   1. **Free Services.** There is no charge for use of the Free Services. However, the Company reserves the right to convert Free Services to Paid Services at any time upon notice to you.
   2. **Paid Services.** The fees for Paid Services ("Fees") are set forth on the Company's website or as otherwise communicated to you. The Company reserves the right to modify the Fees at any time upon thirty (30) days' notice to you. If you do not agree to such Fee modifications, you may terminate this Agreement in accordance with Section 3.2.
   3. **Subscription Plans.** The Company offers various subscription plans for the Paid Services, which may include different features, limitations, and pricing. The specific terms of your subscription plan will be presented to you at the time of purchase.
   4. **Taxes.** All Fees are exclusive of taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based on the Company's net income.
2. **Payment.**
   1. **Payment Methods.** We may specify the manner in which you will pay any fees, and any such payment shall be subject to our general accounts receivable policies from time to time in effect. All payments shall be made in U.S. dollars.
   2. **Automatic Renewal.** Unless otherwise specified, all subscription plans will automatically renew for additional periods equal to the initial subscription term unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term.
   3. **Late Payments.** If any amount owed by you under this Agreement is thirty (30) or more days overdue, we may, without limiting our other rights and remedies, suspend your access to the Services until such amounts are paid in full.**No Refunds.** Except as expressly provided in this Agreement, all payments are non-refundable and there are no refunds or credits for partially used subscription periods.
   4. **Special Pricing Arrangements.** Any special pricing or promotional offers are valid only for the period specified in the offer or, if no period is specified, for a period of thirty (30) days from the date the offer is made available to you. The Company reserves the right to discontinue any special pricing or promotional offers at any time.

## 10. CONFIDENTIALITY

1. **Use and Disclosure.** "Confidential Information" means:
   1. Nonpublic information relating to our or our business partners' technology, customers, business plans, promotional and marketing activities, finances, and other business affairs;
   2. Third-party information that we are obligated to keep confidential; and
   3. The nature, content, and existence of any discussions or negotiations between you and us.
2. **Protection of Confidential Information.** Each party agrees to: (a) use the Confidential Information of the other party only for the purposes permitted under this Agreement; (b) hold in confidence and not disclose the Confidential Information of the other party to any third party, except as permitted under this Agreement; and (c) protect the Confidential Information of the other party from unauthorized use or disclosure using at least the same degree of care that it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care.
3. **Non-Confidential Information.** Confidential Information does not include any information that:
   1. Is or becomes publicly available without breach of this Agreement;
   2. Can be shown by documentation to have been known to the receiving party at the time of its receipt from the disclosing party;
   3. Is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or
   4. Can be shown by documentation to have been independently developed by the receiving party without reference to the Confidential Information of the disclosing party.
4. **Required Disclosures.** Nothing in this Agreement prohibits either party from making disclosures required by law, subpoena, or court order, provided that the party required to make such disclosure: (a) gives the other party prompt written notice of the required disclosure; (b) cooperates with the other party's efforts to limit or contest such disclosure; and (c) limits the disclosure to only that information which is legally required to be disclosed.
5. **Unauthorized Use or Disclosure of Confidential Information; Equitable Relief.** Each party acknowledges that unauthorized use or disclosure of the other party's Confidential Information may cause irreparable harm to the other party for which monetary damages may be difficult to ascertain or an inadequate remedy. Accordingly, each party agrees that the other party will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Section 10 without posting bond or other security.
6. **Return of Confidential Information; Survival.** Upon termination of this Agreement, each party shall return to the other party, or destroy, all Confidential Information of the other party in its possession or control. The obligations of confidentiality under this Section 10 shall survive the termination of this Agreement for a period of five (5) years.

## 11. INTELLECTUAL PROPERTY

1. **Our Services and the Company Properties.** As between you and us, we own and reserve all right, title, and interest in and to the Services and the Company Properties, including all related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein. You acknowledge that the Services and the Company Properties are protected by copyright, trademark, and other laws of the United States and foreign countries.
2. **Your Applications, Data, and Content.** As between you and us, you own and reserve all right, title, and interest in and to your applications, data, and content, including all related intellectual property rights. You grant us a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, adapt, publish, translate, and distribute your applications, data, and content solely for the purpose of providing the Services to you.
3. **Non-Assertion.** During and after the term of the Agreement, with respect to any of the Services or the Company Properties that you access or use, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our customers, end users, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any of the Services or the Company Properties that you have used.
4. **Feedback.** If you provide us with any suggestions, comments, or other feedback relating to the Services or the Company Properties ("Feedback"), you hereby assign to us all right, title, and interest in and to the Feedback, and we are free to use the Feedback for any purpose without any obligation to you.

## 12. REPRESENTATIONS AND WARRANTIES

1. **Use of the Services.** You represent and warrant that: (a) you have the legal right and authority to enter into this Agreement; (b) you will use the Services only for lawful purposes and in accordance with this Agreement; and (c) your use of the Services will not violate any applicable law, regulation, or the rights of any third party.
2. **Applications and Content.** You represent and warrant that: (a) you are the owner or authorized licensee of all applications, data, and content that you use in connection with the Services; (b) such applications, data, and content do not and will not violate any applicable law, regulation, or the rights of any third party; and (c) such applications, data, and content do not contain any viruses, worms, Trojan horses, or other harmful or malicious code.
3. **Authorization and Account Information.** You represent and warrant that: (a) all information you provide to us in connection with your account is true, accurate, current, and complete; and (b) you will maintain and promptly update such information to keep it true, accurate, current, and complete.

## 13. DISCLAIMER & LIMITATIONS ON LIABILITY

1. **General Disclaimer of Warranties.** THE SERVICES AND THE COMPANY PROPERTIES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE SERVICES OR THE COMPANY PROPERTIES WILL MEET YOUR REQUIREMENTS, THAT THE SERVICES OR THE COMPANY PROPERTIES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY DEFECTS IN THE SERVICES OR THE COMPANY PROPERTIES WILL BE CORRECTED. THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES OR THE COMPANY PROPERTIES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.
2. **Medical Disclaimer.** THE SERVICES ARE DESIGNED TO ASSIST WITH MEDICAL CODING AND ARE NOT INTENDED TO PROVIDE MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. THE COMPANY DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY MEDICAL CODES, INFORMATION, OR OTHER MATERIALS AVAILABLE THROUGH THE SERVICES. THE COMPANY IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE SERVICES OR FOR ANY ADVERSE CONSEQUENCES RESULTING FROM YOUR USE OF THE SERVICES. YOU ACKNOWLEDGE THAT THE SERVICES ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL JUDGMENT AND THAT YOU ARE SOLELY RESPONSIBLE FOR VERIFYING THE ACCURACY AND APPROPRIATENESS OF ALL MEDICAL CODES AND INFORMATION GENERATED OR PROCESSED THROUGH THE SERVICES.
3. **No Liability for Your Content and Applications.** THE COMPANY ASSUMES NO RESPONSIBILITY FOR THE DELETION, CORRUPTION, OR FAILURE TO STORE ANY OF YOUR CONTENT OR APPLICATIONS. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING APPROPRIATE BACKUPS OF YOUR CONTENT AND APPLICATIONS.
4. **No Liability for Third Party Websites.** THE SERVICES MAY CONTAIN LINKS TO THIRD PARTY WEBSITES OR RESOURCES. THE COMPANY DOES NOT ENDORSE AND IS NOT RESPONSIBLE OR LIABLE FOR THE AVAILABILITY, ACCURACY, CONTENT, PRODUCTS, SERVICES, OR ANYTHING ELSE ON OR AVAILABLE FROM SUCH WEBSITES OR RESOURCES. YOU ACKNOWLEDGE SOLE RESPONSIBILITY FOR AND ASSUME ALL RISK ARISING FROM YOUR USE OF ANY SUCH WEBSITES OR RESOURCES.
5. **Limitations of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SERVICES OR THE COMPANY PROPERTIES. UNDER NO CIRCUMSTANCES WILL THE COMPANY BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES; (C) UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (D) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (E) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY; OR (F) ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES. IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO THE COMPANY HEREUNDER IN THE TWELVE (12)MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, OR $100.00, WHICHEVER IS GREATER. THE LIMITATIONS OF LIABILITY PROVIDED IN THIS SECTION 13.5 SHALL APPLY WHETHER A CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU.

## 14. INDEMNIFICATION

1. **General.** You agree to indemnify, defend and hold us, our affiliates and licensors, each of our and their business partners, and each of our and their respective employees, officers, directors, and representatives, harmless from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs, and expenses (including reasonable attorneys' fees), arising out of or in connection with any claim arising out of: (a) your use of the Services or the Company Properties in a manner not authorized by this Agreement; (b) your violation of any term or condition of this Agreement, any applicable law or regulation, or any third-party right, including without limitation any intellectual property right or privacy right; or (c) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.
2. **Notification.** We agree to promptly notify you of any claim subject to indemnification; provided that our failure to promptly notify you shall not affect your obligations hereunder except to the extent that our failure to promptly notify you materially prejudices your ability to defend the claim.
3. **Company Intellectual Property Indemnification.** We will defend you against any claim, demand, suit or proceeding made or brought against you by a third party alleging that the Services or the Company Properties infringe or misappropriate such third party's intellectual property rights (an "IP Claim"), and will indemnify you from any damages, attorney fees, and costs finally awarded against you as a result of, or for amounts paid by you under a court-approved settlement of, an IP Claim, provided that: (a) you promptly give us written notice of the IP Claim; (b) you give us sole control of the defense and settlement of the IP Claim (except that we may not settle any IP Claim unless it unconditionally releases you of all liability); and (c) you provide to us all reasonable assistance, at our expense. If we receive information about an IP Claim, we may in our discretion and at no cost to you: (i) modify the Services or the Company Properties so that they no longer infringe or misappropriate, (ii) obtain a license for your continued use of the Services or the Company Properties in accordance with this Agreement, or (iii) terminate this Agreement upon thirty (30) days' written notice and refund you any prepaid fees covering the remainder of the term after the effective date of termination. The above defense and indemnification obligations do not apply to the extent an IP Claim arises from: (x) your use of the Services or the Company Properties in violation of this Agreement; (y) your combination of the Services or the Company Properties with other products, services, or materials; or (z) your continued use of the Services or the Company Properties after we notify you to discontinue use due to an IP Claim.

## 15. DISPUTES

1. **Injunctive Relief; Jurisdiction.** You acknowledge that the Services contain valuable trade secrets and proprietary information of the Company, that any actual or threatened breach of Section 4 (Authorization and License to Use the Services), Section 6 (License to Use the Company Properties), or Section 10 (Confidentiality) will constitute immediate, irreparable harm to the Company for which monetary damages would be an inadequate remedy. In such case, the Company will be entitled to immediate injunctive relief without the need to post bond or other security. The parties agree that exclusive jurisdiction and venue for any dispute arising out of or relating to this Agreement will be in the state or federal courts located in Las Vegas, Nevada, and each party hereby consents to the jurisdiction of such courts.
2. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
3. **Dispute Resolution.** Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association then in effect. The arbitration shall be conducted in Las Vegas, Nevada, in the English language, by a single arbitrator appointed in accordance with such rules. The decision of the arbitrator shall be final and binding upon the parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and expenses (including attorneys' fees) in connection with the arbitration, and the parties shall equally share the fees and expenses of the arbitrator.
4. **Class Action Waiver.** YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
5. **Limitation on Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## 16. NOTICES

1. **Notices to You.** Except as otherwise set forth herein, notices made by us to you under this Agreement that are of a general nature or that affect a significant number of our customers (e.g., notices of revised Terms and Conditions) will be posted on the Company's website or within the Services. Notices that are specific to you will be sent to the email address associated with your account, and you consent to receiving such notices by email. Notices made by us will be effective when posted on the Company's website, within the Services, or when sent to the email address associated with your account.
2. **Notices to Us.** For notices made by you to us under this Agreement and for questions regarding this Agreement or the Services, please contact us at: [codocacademy@gmail.com](mailto:codocacademy@gmail.com).

## 17. MISCELLANEOUS PROVISIONS

1. **Third Party Activities.** We and our affiliates may engage in advertising and marketing activities that incorporate the names, trademarks, service marks, logos, and other distinctive brand features of our customers, including you. You may opt out of these activities by providing written notice to us at the address specified in Section 16 (Notices).
2. **Severability.** If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and any invalid or unenforceable portions shall be construed in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from this Agreement, and the rest of the Agreement shall remain in full force and effect.
3. **Waivers.** The failure by us to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect our right to enforce such provision thereafter. All waivers by us must be in writing to be effective.
4. **Entire Agreement.** This Agreement, together with any other agreements expressly incorporated by reference herein, constitutes the entire agreement between you and us regarding the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and us regarding the subject matter hereof. In the event of any conflict between the terms of this Agreement and any other agreement incorporated by reference, the terms of this Agreement shall control.
5. **Survival.** In the event this Agreement is terminated for any reason, the provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, Sections 3.6 (Effect of Suspension or Termination), 5 (Acceptable Use Policy and Service Terms), 6 (License to Use the Company Properties), 10 (Confidentiality), 11 (Intellectual Property), 13 (Disclaimer & Limitations on Liability), 14 (Indemnification), 15 (Disputes), and 17 (Miscellaneous Provisions).
6. **No Endorsement.** You shall not issue any press release or make any other public communication with respect to this Agreement, your use of the Services, or your relationship with us without our prior written consent. You shall not misrepresent or embellish the relationship between us and you, including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors.
7. **Relationship.** Nothing in this Agreement is intended to or does create any type of joint venture, partnership, or employer-employee relationship between you and us or our affiliates, nor authorize either party to act as agent for the other. Neither party has the authority to bind the other to any obligation, affirmation, or commitment with respect to any other person or entity.
8. **Language.** All communications and notices to be made or given pursuant to this Agreement shall be in the English language. If we provide a translation of the English language version of this Agreement, the English language version will control in the event of any conflict.
9. **Force Majeure.** Neither party shall be liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to any cause beyond such party's reasonable control, including but not limited to acts of God, labor disputes, strikes, lockouts, riots, acts of war, epidemics, pandemics, communication line failures, power failures, earthquakes, or other disasters.
10. **Assignment.** You may not assign or transfer this Agreement or any of your rights or obligations hereunder, in whole or in part, without our prior written consent. We may assign this Agreement, in whole or in part, without your consent to: (a) an affiliate; (b) an acquirer of all or substantially all of our business or assets; or (c) a successor by merger. Any assignment or transfer in violation of this Section 17.10 will be void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.
11. **No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
12. **Acknowledgement.** By clicking the "I ACCEPT" button below, or by accessing or using the Services, you indicate and agree that you have read, understood, and agree to be bound by this Agreement.