

RATEFAST IMPAIRMENT RATING DISCLAIMER

Formatting and impairment calculations generated by RateFast are recommendations based on information provided by the user, and the user is ultimately responsible for the opinions of their report, and understanding the AMA Guides to the evaluation of permanent impairment and their applications as they apply to state guidelines, policies and regulations. While the owners of RateFast have use their best efforts in preparing this report, they make no representations or warranties with respect to the accuracy or completeness of the contents, and specifically disclaim any implied warranties of merchantability or fitness for a particular purpose. No warranty may be created or extended by sales representatives or written sales material. The advice and strategies contained herein may not be suitable for your situation. You should consult with a professional where appropriate. The health care provider entering the data information into this application is responsible for the data collection, accuracy and application with regards to using the AMA Guides to the evaluation of permanent impairment (edition as mandated by the state laws and regulations in the healthcare provider's jurisdiction). He/she is also responsible for understanding and correctly applying the philosphies and rating methods of the AMA Guides to the evaluation of permanent impairment(edition as mandated by the state laws and regulations in the health care provider's jurisdiction). Furthermore, the health care provider using this application is responsible for understanding and complying with the labor codes and state law governing the creation of the report.

Neither RateFast nor the author/owners of RateFast shall be liable for any loss of profit, or any other commercial damages, including but not limited to, special, incidental, consequential, or other damages.

ABOUT US

ALCHEMY LOGIC SYSTEMS, INC.

RateFast is a data collection and formatting web based application that assist health care professionals in organizing data information and providing independent impairment ratings consistent with the AMA Guides to the Evaluation of Permanent Impairment.

RateFast is a dba owned and operated by Alchemy Logic Systems, Inc.Formatting and impairment calculations generated by RateFast are recommendations based on information provided by the user, and the user is ultimately responsible for the opinions of their report, and understanding the AMA Guides to the Evaluation of Permanent Impairment and their applications as they apply to state guidelines, policies and regulations.



CUSTOMER SERVICE/CONTACT INFORMATION

If you have any questions please contact us at:

Info@Rate-Fast.com

Tel. 707.232.5138 Fax. 206.338.3005 RateFast Attn: John W. Alchemy, MD Alchemy Logic Systems, Inc. 2360 Mendocino Ave., Ste A-2, Santa Rosa, CA 95404

FEES AND PAYMENTS

GENERAL TERMS, INCLUDING AUTOMATIC RENEWAL TERMS

Fees for reports generated using RateFast report formatting vary based on type of report being prepared. Please call the number above for information about our current rates. Fees are incurred at time of report information submitted, and are charged using Visa, MasterCard or American Express credit card on file.

You agree to pay any and all prices and fees due for Services purchased at this Site at the time you order the Services. All prices and fees are non-refundable unless otherwise expressly noted, even if your Services are suspended, terminated, or transferred prior to the end of the Services term. Alchemy Logic Systems, Inc. expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be posted online at this Site and effective immediately without need for further notice to you. If you have purchased Services for a period of months or years, changes or modifications in prices and fees shall be effective when the Services in question come up for renewal as further described below.

Where refunds are issued, Alchemy Logic Systems, Inc. issuance of a refund receipt is confirmation that Alchemy Logic Systems, Inc. has submitted your refund to the payment method charged at the time of the original sale. You acknowledge and agree that the associated payment provider and/or individual issuing bank establish and regulate the time frames for posting your refund. Refund posting time frames may range from five (5) business days to a full billing cycle.



Except as prohibited in any product-specific agreement, you may pay for Services by providing a valid credit card. Your Payment Method on file must be kept valid if you have any active Services in your Account.

In order to ensure that you do not experience an interruption or loss of services, should you elect to disable the automatic payment option and fail to manually update your payment method, you may experience an interruption or loss of services, and alchemy logic systems, inc. shall not be liable to you or any third party regarding the same.

In addition, Alchemy Logic Systems, Inc. may participate in "recurring billing programs" or "account updater services" supported by your credit card provider (and ultimately dependent on your bank's participation). If you are enrolled in an automatic renewal option and we are unable to successfully charge your existing payment method, your credit card provider (or your bank) may notify us of updates to your credit card number and/or expiration date, or they may automatically charge your new credit card on our behalf without notification to us. In accordance with recurring billing program requirements, in the event that we are notified of an update to your credit card number and/or expiration date, Alchemy Logic Systems, Inc. will automatically update your payment profile on your behalf. Alchemy Logic Systems, Inc.makes no guarantees that we will request or receive updated credit card information. You acknowledge and agree that it is your sole responsibility to modify and maintain your account settings, including but not limited to (i) setting your renewal options and (ii) ensuring your associated payment method(s) are current and valid. further, you acknowledge and agree that your failure to do so, may result in the interruption or loss of services, and Alchemy Logic Systems, Inc. shall not be liable to you or any third party regarding the same.

If for any reason Alchemy Logic Systems, Inc. is unable to charge your payment method for the full amount owed for the Services provided, or if Alchemy Logic Systems, Inc. is charged a penalty for any fee it previously charged to your payment method, you agree that Alchemy Logic Systems, Inc. may pursue all available lawful remedies in order to obtain payment. If you pay by credit card and if for any reason Alchemy Logic Systems, Inc. is unable to charge your credit card with the full amount owed for the Services provided, or if Alchemy Logic Systems, Inc. is charged back for any fee it previously charged to the credit card you provided, you agree that Alchemy Logic Systems, Inc. may pursue all available lawful remedies in order to obtain payment. You agree that the remedies Alchemy Logic Systems, Inc. may pursue in order to effect payment shall include, but not be limited to, immediate cancellation without notice to you of any domain names or Services registered or renewed on your behalf. Alchemy Logic Systems, Inc. reserves the right to charge you reasonable "administrative fees" or "processing fees" for (i) tasks Alchemy Logic Systems, Inc. may perform outside the normal scope of its Services, (ii) additional time and/or costs Alchemy Logic Systems, Inc. may incur in providing its services, and/or (iii) your noncompliance with this agreement (as determined by Alchemy Logic Systems, Inc. in its sole and absolute discretion). Typical scenarios include, but are not limited to,



customer service issues that require additional personal time or attention, fees incurred by thirdparty payment providers such as fees incurred as the result of chargebacks or other payment disputes brought by you, your bank, or a payment method processor, and disputes that require accounting or legal services. These administrative fees or processing fees will be billed to the payment method you have on file with Alchemy Logic Systems, Inc..

REFUND POLICY

Most refunds are issued based on the payment method used at the time of purchase.

Payment Method Refund Method Refund Time(After Return Is Received)

Credit Card Credit Card 3-5 business days

If your refund appears in Your Account, but you aren't seeing the refund in your current balance, here's what to do:

Credit Card Refund: Contact the credit card company. It may take some time before the refund is posted to your account.

Bank Account Refund: Contact your bank. There may be some processing time before the refund is posted to your account.

If your refund doesn't appear in Your Account, and the processing time for your payment method has passed, please contact us at Info@Rate-Fast.com for further assistance.

PRIVACY POLICY

Alchemy Logic Systems, Inc. Commitment to Personal Information Protection

At Alchemy Logic Systems, Inc., we respect your right to privacy. Protecting the security and privacy of your personal information is important to us. We understand that as a visitor to our Site, you prefer to control your own personal information preferences and we give you the option to do so. We hope the policy outlined below will help you understand what personal information we may collect, how we use and safeguard that personal information and with whom we may share it.



Voluntary Personal Information We May Collect

We may ask you to register or provide personal information and preferences when you visit certain areas of our site, request information, purchase products or subscribe to company newsletters. When you provide Alchemy Logic Systems, Inc. with your name, email address, mailing address, or telephone number, and you don't "opt-out", we may use this information to alert you to company news, new products and other company information. If you don't want Alchemy Logic Systems, Inc. or Alchemy Logic Systems, Inc. representatives to contact you, you may "opt-out" of this preference at any time, whether you're online or contacting Alchemy Logic Systems, Inc. directly. You'll always have the flexibility to "opt-in" at any time based on previous information or newly updated information.

Non-Voluntary Personal Information We May Collect

When you browse our site, you can generally do so anonymously as we don't collect personal information when you browse; however, your browser automatically tells us the type of computer and operating system you're using. Like most standard web site servers, our site uses log files (cookies). A "cookie" is a small line of text that is stored with your web browser for record-keeping purposes and helps Alchemy Logic Systems, Inc. provide better service to you. Your browser has an option to accept, reject or provide you with notice when a cookie is sent. Once you enter our site, a cookie follows as you navigate the site, collecting information including internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, platform type, date/time stamp, and number of clicks. This information is used to analyze trends, administer the site, track users' overall movements, and gather broad demographic information for aggregate use only, to help us understand what users are seeking on our site.

Purpose of Collecting Personal Information

When you do provide us with personal data, we usually use it to respond to your inquiry, process your order or provide you access to specific information or offers. Also, to support our customer relationship with you, we may store and process voluntary and non-voluntary personal data and share it with our worldwide affiliates to better understand your business needs and how we can improve our products and services. If you choose not to have your personal data used to support our customer relationship (especially direct marketing or market research), we will respect your choice. We do not sell or otherwise market your personal data to third parties.

Limitation on the Purpose

We collect, use or disclose personal information supplied by you only for the purpose(s) initially identified by you, however, in some cases we may use the personal information supplied by you:



(i) for any additional purpose that is directly related to the original purpose for which the personal information was collected, (ii) when it is necessary to prepare, negotiate and perform a contract with you, (iii) when it is required by law or the competent governmental or judicial authorities, (iv) when it is necessary to establish or preserve a legal claim or defense, or (v) when it is necessary to prevent fraud or other illegal activities.

How We Protect Your Personal Information

Alchemy Logic Systems, Inc. uses its best efforts to try to protect the personal information that you share with us. Alchemy Logic Systems, Inc. stores information in a controlled, secure environment. We occasionally hire other companies to provide limited services on our behalf, however we only provide those companies the information they need to deliver the service, and they are prohibited from using that information for any other purpose.

How to Update Your Personal Information or "Opt-out"

You can help Alchemy Logic Systems, Inc. maintain the accuracy of your personal information by notifying us when you change your name, address, title, phone number, e-mail address or your content preferences. If at any time you wish to update your information or preferences, or you prefer to stop receiving communication from Alchemy Logic Systems, Inc., feel free to contact us at any time. Links to Other Sites Our site may contain links to other sites. Alchemy Logic Systems, Inc. assumes no responsibility for the content or the privacy policies and practices of such web sites. Alchemy Logic Systems, Inc. encourages you to read the privacy statements of the linked sites as their privacy practices may differ from ours.

Business Transitions Including Merger or Acquisition

If Alchemy Logic Systems, Inc. undergoes a business transition such as a merger, being acquired by another company, or selling a portion of its assets, users' personal information may become part of the assets transferred.

Alchemy Logic Systems, Inc. Privacy Concerns Contacts.

If you want to change your personal information or wish to "opt-out", please feel free to contact us by following the Contact Us link at the bottom of this page.

Notification of Changes If we decide to change our privacy policy, we will post those changes to this privacy statement on our Site under the Privacy Policy section. You can determine when these Terms were last revised by referring to the "LAST UPDATED" line at the bottom of these Terms. Your continued use of the Site after any changes to the site will indicate your acceptance of the changes and Terms.



TERMS OF USE

Last Revised: October 17, 2012

PLEASE READ THESE TERMS OF USE CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

Welcome to this website (this "Site"), which is owned and operated by Alchemy Logic Systems, Inc., a California corporation ("Alchemy Logic Systems, Inc."). These Terms of Use (these "Terms of Use") set forth the terms and conditions of your use of this Site and the products and services (individually and collectively, the "Services") found at this Site.

Whether you are simply browsing this Site or are a Alchemy Logic Systems, Inc. customer, your use of this Site signifies that you have read, understand, acknowledge and agree to be bound by these Terms of Use.

The terms "we", "us" or "our" shall refer to Alchemy Logic Systems, Inc.. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts these Terms of Use by using this Site or the Services found at this Site. Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits.

Alchemy Logic Systems, Inc., in its sole and absolute discretion, may change or modify these Terms of Use, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site. You acknowledge and agree that (i) Alchemy Logic Systems, Inc. may notify you of such changes or modifications by posting them to this Site and (ii) your use of this Site or the Services found at this Site after such changes or modifications have been made (as indicated by the "Last Revised" date at the top of this page) shall constitute your acceptance of these Terms of Use as last revised. If you do not agree to be bound by these Terms of Use as last revised, do not use (or continue to use) this Site or the Services found at this Site.

2. ELIGIBILITY; AUTHORITY

This Site and the Services found at this Site are available only to Users who can form legally binding contracts under applicable law. By using this Site or the Services found at this Site, you represent and warrant that you are (i) at least eighteen (18) years of age and/or (ii) otherwise recognized as being able to form legally binding contracts under applicable law.



If you are agreeing to these Terms of Use on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to these Terms of Use, in which case the terms "you", "your", "User" or "customer" shall refer to such corporate entity. If, after your agreement to these Terms of Use, Alchemy Logic Systems, Inc. finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in these Terms of Use. Alchemy Logic Systems, Inc. shall not be liable for any loss or damage resulting from Alchemy Logic Systems, Inc.'s reliance on any instruction, notice, document or communication reasonably believed by Alchemy Logic Systems, Inc. to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, Alchemy Logic Systems, Inc. reserves the right (but undertakes no duty) to require additional authentication from you.

3. ACCOUNTS; TRANSFER OF DATA ABROAD

Accounts. In order to access some of the features of this Site or use some of the Services found at this Site, you will have to create an account (an "Account"). You represent and warrant to Alchemy Logic Systems, Inc. that all information you submit when you create your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete. If Alchemy Logic Systems, Inc. has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, Alchemy Logic Systems, Inc. reserves the right, in its sole and absolute discretion, to suspend or terminate your Account. You are solely responsible for the activity that occurs on your Account, whether authorized by you or not, and you must keep your Account information secure, including without limitation your customer number/login, password, payment method(s), and shopper PIN. For security purposes, Alchemy Logic Systems, Inc. recommends that you change your password and shopper PIN at least once every six (6) months for each Account you have with Alchemy Logic Systems, Inc.. You must notify Alchemy Logic Systems, Inc. immediately of any breach of security or unauthorized use of your Account. Alchemy Logic Systems, Inc. will not be liable for any loss you incur due to any unauthorized use of your Account. You, however, may be liable for any loss Alchemy Logic Systems, Inc. or others incur caused by your Account, whether caused by you, or by an authorized person, or by an unauthorized person.

Transfer of Data Abroad. If you are visiting this Site from a country other than the country in which our servers are located, your communications with us may result in the transfer of information (including your Account information) across international boundaries. By visiting this Site and communicating electronically with us, you consent to such transfers.



4. GENERAL RULES OF CONDUCT

You acknowledge and agree that:

- 1. Your use of this Site and the Services found at this Site, including any content you submit, will comply with these Terms of Use and all applicable local, state, national and international laws, rules and regulations.
- 2. You will not impersonate another User or any other person or entity, or submit content on behalf of another User or any other person or entity, without their express prior written consent
- 3. You will not collect or harvest (or permit anyone else to collect or harvest) any User Content (as defined below) or any non-public or personally identifiable information about another User or any other person or entity without their express prior written consent.
- 4. You will not use this Site or the Services found at this Site in a manner (as determined by Alchemy Logic Systems, Inc. in its sole and absolute discretion) that:
 - o Is illegal, or promotes or encourages illegal activity;
 - o Promotes, encourages or engages in defamatory, harassing, abusive or otherwise objectionable behavior;
 - Promotes, encourages or engages in child pornography or the exploitation of children:
 - Promotes, encourages or engages in hate speech, hate crime, terrorism, violence against people, animals, or property, or intolerance of or against any protected class;
 - o Promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
 - Violates the Ryan Haight Online Pharmacy Consumer Protection Act of 2008 or similar legislation, or promotes, encourages or engages in the sale or distribution of prescription medication without a valid prescription;
 - o Infringes on the intellectual property rights of another User or any other person or entity:
 - Violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity;
 - o Interferes with the operation of this Site or the Services found at this Site;
 - Contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or
 - Contains false or deceptive language, or unsubstantiated or comparative claims, regarding Alchemy Logic Systems, Inc. or Alchemy Logic Systems, Inc.'s Services.



- 5. You will not copy or distribute in any medium any part of this Site or the Services found at this Site, except where expressly authorized by Alchemy Logic Systems, Inc..
- 6. You will not modify or alter any part of this Site or the Services found at this Site or any of its related technologies.
- 7. You will not access Alchemy Logic Systems, Inc. Content (as defined below) or User Content through any technology or means other than through this Site itself, or as Alchemy Logic Systems, Inc. may designate.
- 8. You agree to back-up all of your User Content so that you can access and use it when needed. Alchemy Logic Systems, Inc. does not warrant that it backs-up any Account or User Content, and you agree to accept as a risk the loss of any and all of your User Content.
- 9. You will not use this Site or the Services found at this Site, including any of Alchemy Logic Systems, Inc.'s related technologies, for any commercial use without Alchemy Logic Systems, Inc.'s express prior written consent.

Alchemy Logic Systems, Inc. reserves the right to modify, change, or discontinue any aspect of this Site or the Services found at this Site, including without limitation prices and fees for the same, at any time.

5. YOUR USE OF ALCHEMY LOGIC SYSTEMS, INC. CONTENT AND USER CONTENT

In addition to the general rules above, the provisions in this Section 5 apply specifically to your use of Alchemy Logic Systems, Inc. Content and User Content posted to Alchemy Logic Systems, Inc.'s corporate websites (i.e., those sites which Alchemy Logic Systems, Inc. directly controls or maintains). The applicable provisions are not intended to and do not have the effect of transferring any ownership or licensed rights (including intellectual property rights) you may have in content posted to your hosted websites.

Alchemy Logic Systems, Inc. Content. Except for User Content, the content on this Site and the Services found at this Site, including without limitation the text, software, scripts, source code, API, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks and logos contained therein ("Alchemy Logic Systems, Inc. Content"), are owned by or licensed to Alchemy Logic Systems, Inc. in perpetuity, and are subject to copyright, trademark, and/or patent protection in the United States and foreign countries, and other intellectual property rights under United States and foreign laws. Alchemy Logic Systems, Inc. Content is provided to you "as is", "as available" and "with all faults" for your information and personal, noncommercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior written consent of Alchemy Logic Systems, Inc.. No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by these Terms of



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User Content. Some of the features of this Site or the Services found at this Site may allow Users to view, post, publish, share, store, or manage (a) ideas, opinions, recommendations, or advice ("User Submissions"), or (b) literary, artistic, musical, or other content, including but not limited to photos and videos (together with User Submissions, "User Content"). By posting or publishing User Content to this Site or to the Services found at this Site, you represent and warrant to Alchemy Logic Systems, Inc. that (i) you have all necessary rights to distribute User Content via this Site or via the Services found at this Site, either because you are the author of the User Content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and (ii) you do not violate the rights of any third party.

Security. You agree not to circumvent, disable or otherwise interfere with the security-related features of this Site or the Services found at this Site (including without limitation those features that prevent or restrict use or copying of any Alchemy Logic Systems, Inc. Content or User Content) or enforce limitations on the use of this Site or the Services found at this Site, the Alchemy Logic Systems, Inc. Content or the User Content therein.

6. ALCHEMY LOGIC SYSTEMS, INC.'S USE OF USER CONTENT

The provisions in this Section 6 apply specifically to Alchemy Logic Systems, Inc.'s use of User Content posted to Alchemy Logic Systems, Inc.'s corporate websites (i.e., those sites which Alchemy Logic Systems, Inc. directly controls or maintains). The applicable provisions are not intended to and do not have the effect of transferring any ownership or licensed rights (including intellectual property rights) you may have in content posted to your hosted websites.

Generally. You shall be solely responsible for any and all of your User Content or User Content that is submitted through your Account, and the consequences of, and requirements for, distributing it.

With Respect to User Submissions. You acknowledge and agree that:

- 1. Your User Submissions are entirely voluntary
- 2. Your User Submissions do not establish a confidential relationship or obligate Alchemy Logic Systems, Inc. to treat your User Submissions as confidential or secret.
- 3. Alchemy Logic Systems, Inc. has no obligation, either express or implied, to develop or use your User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of your User Submissions.



4. Alchemy Logic Systems, Inc. may be working on the same or similar content, it may already know of such content from other sources, it may simply wish to develop this (or similar) content on its own, or it may have taken / will take some other action.

Alchemy Logic Systems, Inc. shall own exclusive rights (including all intellectual property and other proprietary rights) to any User Submissions posted to this Site, and shall be entitled to the unrestricted use and dissemination of any User Submissions posted to this Site for any purpose, commercial or otherwise, without acknowledgment or compensation to you or to anyone else.

With Respect to User Content (Other Than User Submissions). If you have a website hosted by Alchemy Logic Systems, Inc. or another service provider, you shall retain all of your ownership or licensed rights in User Content posted to your website.

However, if you post or publish your User Content to this Site, you authorize Alchemy Logic Systems, Inc. to use the intellectual property and other proprietary rights in and to your User Content to enable inclusion and use of the User Content in the manner contemplated by this Site and these Terms of Use. Accordingly, you hereby grant Alchemy Logic Systems, Inc. a worldwide, non-exclusive, royalty-free, sublicensable (through multiple tiers), and transferable license to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content in connection with this Site and Alchemy Logic Systems, Inc.'s (and Alchemy Logic Systems, Inc.'s affiliates') business(es), including without limitation for promoting and redistributing all or part of this Site in any media formats and through any media channels without restrictions of any kind and without payment or other consideration of any kind, or permission or notification, to you or any third party. You also hereby grant each User of this Site a non-exclusive license to access your User Content (with the exception of User Content that you designate "private" or "password protected") through this Site, and to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content as permitted through the functionality of this Site and under these Terms of Use. The above licenses granted by you in your User Content terminate within a commercially reasonable time after you remove or delete your User Content from this Site. You understand and agree, however, that Alchemy Logic Systems, Inc. may retain (but not distribute, display, or perform) server copies of your User Content that have been removed or deleted. The above licenses granted by you in your User Content are perpetual and irrevocable. Notwithstanding anything to the contrary contained herein, Alchemy Logic Systems, Inc. shall not use any User Content that has been designated "private" or "password protected" by you for the purpose of promoting this Site or Alchemy Logic Systems, Inc.'s (or Alchemy Logic Systems, Inc.'s affiliates') business(es).



7. MONITORING OF CONTENT; ACCOUNT TERMINATION POLICY

Alchemy Logic Systems, Inc. generally does not pre-screen User Content (whether posted to a website hosted by Alchemy Logic Systems, Inc. or posted to this Site). However, Alchemy Logic Systems, Inc. reserves the right (but undertakes no duty) to do so and decide whether any item of User Content is appropriate and/or complies with these Terms of Use. Alchemy Logic Systems, Inc. may remove any item of User Content (whether posted to a website hosted by Alchemy Logic Systems, Inc. or posted to this Site) and/or terminate a User's access to this Site or the Services found at this Site for posting or publishing any material in violation of these Terms of Use, or for otherwise violating these Terms of Use (as determined by Alchemy Logic Systems, Inc. in its sole and absolute discretion), at any time and without prior notice. Alchemy Logic Systems, Inc. may also terminate a User's access to this Site or the Services found at this Site if Alchemy Logic Systems, Inc. has reason to believe the User is a repeat offender. If Alchemy Logic Systems, Inc. terminates your access to this Site or the Services found at this Site, Alchemy Logic Systems, Inc. may, in its sole and absolute discretion, remove and destroy any data and files stored by you on its servers.

8. ADDITIONAL RESERVATION OF RIGHTS

Alchemy Logic Systems, Inc. expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any Account or Services (including the right to cancel or transfer any domain name registration) for any reason (as determined by Alchemy Logic Systems, Inc. in its sole and absolute discretion), including but not limited to the following: (i) to correct mistakes made by Alchemy Logic Systems, Inc. in offering or delivering any Services (including any domain name registration), (ii) to protect the integrity and stability of, and correct mistakes made by, any domain name registry, (iii) to assist with our fraud and abuse detection and prevention efforts, (iv) to comply with applicable local, state, national and international laws, rules and regulations, (v) to comply with requests of law enforcement, including subpoena requests, (vi) to comply with any dispute resolution process, (vii) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit, or (viii) to avoid any civil or criminal liability on the part of Alchemy Logic Systems, Inc., its officers, directors, employees and agents, as well as Alchemy Logic Systems, Inc.'s affiliates.

Alchemy Logic Systems, Inc. expressly reserves the right to review every Account for excessive space and bandwidth utilization, and to terminate or apply additional fees to those Accounts that exceed allowed levels.



9. NO SPAM; LIQUIDATED DAMAGES

You acknowledge you have read, understand and agree to be bound by Alchemy Logic Systems, Inc.'s Anti-Spam Policy referenced immediately below. You agree Alchemy Logic Systems, Inc. may immediately terminate any Account which it believes, in its sole and absolute discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated then you agree to pay Alchemy Logic Systems, Inc. liquidated damages in the amount of \$1.00 for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with your Account.

Anti-Spam Policy

Alchemy Logic Systems, Inc. does not tolerate the transmission of spam. We monitor all traffic to and from our web servers for indications of spamming and maintain a spam abuse compliant center to register allegations of spam abuse. Customers suspected to be using Alchemy Logic Systems, Inc. products and services for the purpose of sending spam are fully investigated. Once Alchemy Logic Systems, Inc. determines there is a problem with spam, Alchemy Logic Systems, Inc. will take the appropriate action to resolve the situation. Our spam abuse compliant center can be reached by email at Info@Rate-Fast.com.

How We Define Spam

We define spam as the sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or Unsolicited Facsimiles (Fax), which is email or facsimile sent to recipients as an advertisement or otherwise, without first obtaining prior confirmed consent to receive these communications from the sender. This can include, but is not limited to, the following:

- 1. Email Messages
- 2. Newsgroup postings
- 3. Windows system messages
- 4. Pop-up messages (aka "adware" or "spyware" messages)
- 5. Instant messages (using AOL, MSN, Yahoo or other instant messenger programs)
- 6. Online chat room advertisements
- 7. Guestbook or Website Forum postings
- 8. Facsimile Solicitations



10. TRADEMARK AND/OR COPYRIGHT CLAIMS

Alchemy Logic Systems, Inc. supports the protection of intellectual property.

11. LINKS TO THIRD-PARTY WEBSITES

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by Alchemy Logic Systems, Inc.. Alchemy Logic Systems, Inc. assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, Alchemy Logic Systems, Inc. does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release Alchemy Logic Systems, Inc. from any and all liability arising from your use of any third-party website. Accordingly, Alchemy Logic Systems, Inc. encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

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21. CONTACT INFORMATION

If you have any questions about these Terms of Use, please contact us by email or regular mail at the following address:

Info@Rate-Fast.com

Tel. 707.483-4346 Fax. 206.338.3005 RateFast Attn: John W. Alchemy, MD Alchemy Logic Systems, Inc. 2360 Mendocino Ave., Ste A-2, Santa Rosa, CA 95404



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