



# RATEFAST SERVICES AGREEMENT

Last Revised July 10th, 2016

RateFast is a data collection and data formatting web based application that assists health care professionals in organizing 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. (referred to as "ALS", "we", "our", or "us"). 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.

Review these terms of RateFast Services Agreement ("Agreement") thoroughly. This Agreement is a legal agreement between you and ALS. By accepting electronically (for example, clicking "I Agree") or accessing or using RateFast, you agree to these terms. If you do not agree to this Agreement, then you may not use RateFast.

## 1. TERMS OF USE

This Agreement describes the terms governing your use of RateFast services provided to you on this website, including reports and content (collectively, the "Services"). It includes by reference:

- ALS's Privacy Policy and Terms of Use provided to you herein, on the website or provided to you otherwise.
- Additional terms and conditions, which may include those from third parties.
- Any terms provided separately to you for RateFast, including payment terms, etc.

### A. Overview

RateFast and this website ("Site") are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use RateFast and the Site and only for the purposes described by ALS. ALS reserves all other rights in RateFast and the Site. Until termination of this Agreement and as long as you meet any applicable user and payment obligations and comply with this Agreement, ALS grants to you a personal, limited, nonexclusive, nontransferable right and license to use RateFast.

ALS in its sole and absolute discretion, may change or modify this Agreement, 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) ALS 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 this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site, RateFast or the Services found at this Site.



## B. ELIGIBILITY; AUTHORITY

This Site, RateFast 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, RateFast 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 this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to this Agreement, in which case the terms "you", "your", "User" or "customer" shall refer to such corporate entity. If, after your agreement to this Agreement, ALS finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement. ALS shall not be liable for any loss or damage resulting from ALS's reliance on any instruction, notice, document or communication reasonably believed by ALS 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, ALS reserves the right (but undertakes no duty) to require additional authentication from you.

You agree that you:

Are an authorized user of RateFast and are entering it under the username personally assigned to you.

Are a registered healthcare professional, or are employed and authorized to use RateFast by a registered healthcare professional, or an attorney, claims adjuster, or are otherwise an authorized administrator or reviewer of workers' compensation.

Have the permission of the individual whose data you are assessing to enter their information into RateFast.

## ACCOUNTS; TRANSFER OF DATA ABROAD

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 ALS 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 ALS has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, ALS 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, ALS recommends that you change your password and shopper PIN at least once every six (6) months for each Account you have with ALS. You must notify ALS immediately of any breach of security or unauthorized use of your Account. ALS 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 ALS or others incur caused



by your Account, whether caused by you, or by an authorized person, or by an unauthorized person.

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.

## C. GENERAL RULES OF CONDUCT

You acknowledge and agree that:

1. Your use of this Site and the Services found at this Site, including any data or content you submit, will comply with this Agreement 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, RateFast or the Services found at this Site in a manner (as determined by ALS in its sole and absolute discretion) that:

- Is illegal, or promotes or encourages illegal activity;
- 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;
- 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;
- 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;
- Interferes with the operation of this Site, RateFast 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 ALS, RateFast or the 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 ALS.

6. You will not modify or alter any part of this Site, RateFast or the Services found at this Site or any of its related technologies.

7. You will not access ALS Content (as defined below) or User Content through any technology or means other than through this Site itself, or as ALS may designate.

8. You agree to back-up all of your User Content so that you can access and use it when needed. ALS 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, RateFast or the Services found at this Site, including any of ALS related technologies, for any commercial use without ALS's express prior written consent.

10. You will not provide access to or give any part of RateFast or the Services to any third party except as authorized by this Agreement.

11. You will not reproduce, modify, copy or deconstruct RateFast or the Services, or sell, trade or resell the use of RateFast or the Services.

12. You will not make the use of RateFast or the Services available to any unauthorized user.

13. You will not use RateFast for online telemedicine workers' compensation note creations or documentation services.

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

#### D. YOUR USE OF ALS CONTENT AND USER CONTENT

In addition to the general rules above, the provisions in this Section E apply specifically to your use of ALS Content and User Content posted to ALS's corporate websites (i.e., those sites which ALS 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.

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 ("ALS Content"), are owned by or licensed to ALS 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. ALS 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 ALS. No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by this Agreement. ALS reserves all rights not expressly granted in and to the ALS Content, this Site and the Services found at this Site, RateFast and this Agreement do not transfer ownership of any of these rights.



Some of the features of this Site, RateFast 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, RateFast or to the Services found at this Site, you represent and warrant to ALS that (i) you have all necessary rights to distribute User Content via this Site, RateFast 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.

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

## E. ALS'S USE OF USER CONTENT

The provisions in this Section F apply specifically to ALS's use of User Content posted to ALS's corporate websites (i.e., those sites which ALS 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.

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 ALS to treat your User Submissions as confidential or secret.
3. ALS 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. ALS 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.

ALS 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.

If you have a website hosted by ALS 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 ALS 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 this Agreement. Accordingly, you hereby grant ALS 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 ALS's (and ALS'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 this Agreement. 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 ALS 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, ALS shall not use any User Content that has been designated "private" or "password protected" by you for the purpose of promoting this Site or ALS's (or ALS's affiliates') business(es).

You agree that ALS may use your feedback, suggestions, or ideas in any way, including in future modifications of RateFast, other products or services, advertising or marketing materials. You grant ALS a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to ALS in any way.

ALS may, but has no obligation to, monitor Content on the Site. We may disclose any information necessary to satisfy our legal obligations, protect ALS or its customers, or operate the Site properly.

## 2. LIMITED USE OF REPORTS & DISCLAIMERS

**The formatting and impairment calculations generated by RateFast are recommendations based on information provided by the user, and the user is ultimately and solely 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 WE HAVE USED OUR BEST EFFORTS IN PREPARING THIS REPORT, ALS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE CONTENT OF ANY REPORT OR OTHER RATEFAST SERVICES, 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 user entering the data information into RateFast 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**





philosophies 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.

You are responsible for all Content uploaded, posted or stored through your use of RateFast. You grant ALS a worldwide, royalty-free, non-exclusive license to host and use any Content provided through your use of RateFast. You are responsible for any lost or unrecoverable Content. You must provide all required and appropriate warnings, information and disclosures to your patient. ALS is not responsible for the Content or other data you submit through RateFast.

### 3. FEES AND PAYMENT-GENERAL TERMS INCLUDING AUTOMATIC PAYMENT TERMS

- A. Fees for reports generated using RateFast report formatting vary based on type of report being prepared. Please call the number below for information about our current rates. Fees are charged to the Visa, MasterCard or American Express credit card on file at time that report information is submitted, or, if approved in writing by ALS, fees are due upon receipt of invoice.
- B. 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. ALS 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 website 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.
- C. Where refunds are issued, the issuance of a refund receipt by ALS is confirmation that ALS 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.
- D. 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.
- E. 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 ALS shall not be liable to you or any third party regarding the same.
- F. In addition, ALS 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, ALS will automatically update your payment profile on your behalf. ALS 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 ALS shall not be liable to you or any third party regarding the same.

- G. If for any reason ALS is unable to charge your payment method for the full amount owed for the Services provided, or if ALS is charged a penalty for any fee it previously charged to your payment method, you agree that ALS may pursue all available lawful remedies in order to obtain payment. If you pay by credit card and if for any reason ALS is unable to charge your credit card with the full amount owed for the Services provided, or if ALS charged back for any fee it previously charged to the credit card you provided, you agree that ALS may pursue all available lawful remedies in order to obtain payment. You agree that the remedies ALS 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. ALS reserves the right to charge you reasonable "administrative fees" or "processing fees" for (i) tasks ALS may perform outside the normal scope of its Services, (ii) additional time and/or costs ALS may incur in providing its Services, and/or (iii) your noncompliance with this agreement (as determined by ALS 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 third party payment providers such as fees incurred as the result of charge backs 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 ALS.

## 4. REFUND POLICY

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

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](mailto:Info@Rate-Fast.com) for further assistance.

## 5. ADDITIONAL RESERVATION OF RIGHTS

- A. ALS 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 ALS in its





sole and absolute discretion), including but not limited to the following: (i) to correct mistakes made by ALS 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 ALS, its officers, directors, employees and agents, as well as ALS's affiliates.

- B. ALS 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.

## 6. NO SPAM

### A. Anti-Spam Policy

ALS 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. Users suspected to be using ALS products and services for the purpose of sending spam are fully investigated. Once ALS determines there is a problem with spam, ALS will take the appropriate action to resolve the situation. Our spam abuse compliant center can be reached by email at [Info@Rate-Fast.com](mailto:Info@Rate-Fast.com).

### B. 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

## 8. LINKS TO THIRD-PARTY WEBSITES

This Site, RateFast and the Services found at this Site may contain links to third-party websites that are not owned or controlled by ALS. ALS assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third party websites. In addition, ALS does not censor or edit the content of any third-party websites. By using this Site, RateFast or the Services found at this Site, you expressly release ALS from any and



all liability arising from your use of any third-party website. Accordingly, ALS Inc. encourages you to be aware when you leave this Site, RateFast 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.

## 7. YOUR PERSONAL INFORMATION.

You can view ALS's Privacy Policy provided on the website for RateFast. You agree to the applicable ALS Privacy Policy, and any changes published by ALS. You agree that ALS may use and maintain your data or Content according to the ALS Privacy Policy, as part of RateFast. You give ALS permission to combine identifiable and non-identifiable information you enter or upload to RateFast with that of other users of RateFast and/or other ALS Services. For example, this means that ALS may use your and other users' non-identifiable, aggregated data to improve RateFast or to design promotions and provide ways for you to compare business practices with other users. ALS is a global company and may access or store personal information in multiple countries, including countries outside of your own country to the extent permitted by applicable law.

## 8. DISCLAIMER OF WARRANTIES

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE, RATEFAST AND THE SERVICES FOUND AT THIS SITE SHALL BE AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES FOUND AT THIS SITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALS, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SITE, RATEFAST OR THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, COMPLETENESS, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SITE, RATEFAST OR THE SERVICES, AND ALS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

ALS DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SITE, RATEFAST, OR THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

**In addition, you specifically acknowledge and agree that no oral or written information or advice provided by ALS, its officers, directors, employees, or agents (including without limitation its call center or customer service representatives) will (I) Constitute legal or financial advice or (II) Create a warranty of any kind with respect to this site or the services found at this site, and users should not rely on any such information or advice.**

The foregoing disclaimer of representations and warranties shall apply to the fullest extent permitted by law, and shall survive any termination or expiration of Agreement or your use of this Site, RateFast or the Services.

## 9. LIMITATION OF LIABILITY



In no event shall ALS, its officers, directors, employees, or agents be liable to you or any other person or entity for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever, including any that may result from (I) the accuracy, completeness, or content of this Site, (II) The accuracy, completeness, or content of any sites linked (through hyperlinks, banner advertising or otherwise) to this site, (III) RateFast or any of the Services found at this Site or any sites linked (through hyperlinks, banner advertising or otherwise) to this site, (IV) Personal injury or property damage of any nature whatsoever, (V) Third-party conduct of any nature whatsoever, (VI) Any unauthorized access to or use of our servers and/or any and all content, personal information, financial information or other information and data stored therein, (VII) Any interruption or cessation of services to or from this Site or any sites linked (through hyperlinks, banner advertising or otherwise) to this Site, (VIII) Any viruses, worms, bugs, trojan horses, or the like, which may be transmitted to or from this Site or any sites linked (through hyperlinks, banner advertising or otherwise) to this site, (IX) Any user content or content that is defamatory, harassing, abusive, harmful to minors or any protected class, pornographic, "xrated", obscene or otherwise objectionable, and/or (X) Any loss or damage of any kind incurred as a result of your use of this Site, RateFast or the Services found at this Site, whether based on warranty, contract, tort, or any other legal or equitable theory, and whether or not ALS is advised of the possibility of such damages.

In addition, you specifically acknowledge and agree that any cause of action arising out of or related to this site or the services found at this site must be commenced within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently barred.

In addition, you specifically acknowledge and agree that in no event shall ALS's total aggregate liability exceed the total amount paid by you for the particular services that are the subject of the cause of action.

The foregoing limitation of liability shall apply to the fullest extent permitted by law, and shall survive any termination or expiration of the Agreement or your use of this Site, RateFast or the Services found at this Site.

## 10. INDEMNITY

You agree to protect, defend, indemnify and hold harmless ALS and its officers, directors, employees, and agents, from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by ALS directly or indirectly arising from (i) your use of and access to this Site, RateFast or the Services found at this Site; (ii) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site, RateFast or the Services found at this Site.



## 11. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

## 12. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

## 13. U.S. EXPORT LAWS

This Site, RateFast and the Services found at this Site are subject to the export laws, restrictions, regulations and administrative acts of the United States Department of Commerce, Department of Treasury Office of Foreign Assets Control ("OFAC"), State Department, and other United States authorities (collectively, "U.S. Export Laws"). Users shall not export or re-export, or allow the export or re-export of, RateFast or the Services found at this Site in violation of any U.S. Export Laws. None of the Services found at this Site may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country with which the United States has embargoed trade; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List, or any other denied parties lists under U.S. Export Laws. By using this Site, RateFast and the Services found at this Site, you agree to the foregoing and represent and warrant that you are not a national or resident of, located in, or under the control of, any restricted country; and you are not on any denied parties list; and you agree to comply with all U.S. Export Laws (including "anti-boycott", "deemed export" and "deemed re-export" regulations). If you access this Site, RateFast or the Services found at this Site from other countries or jurisdictions, you do so on your own initiative and you are responsible for compliance with the local laws of that jurisdiction, if and to the extent those local laws are applicable and do not conflict with U.S. Export Laws. If such laws conflict with U.S. Export Laws, you shall not access this Site or the Services found at this Site. The obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site, RateFast or the Services found at this Site.

## 14. COMPLIANCE WITH LOCAL LAWS

ALS makes no representation or warranty that the content available on this Site, RateFast or the Services found at this Site are appropriate in every country or jurisdiction, and access to this Site, RateFast or the Services found at this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site, RateFast or the Services found at this Site are responsible for compliance with all local laws, rules and regulations.

## 15. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF TRIAL BY JURY



Except for disputes governed by the Uniform Domain Name Dispute Resolution Policy referenced above, this Agreement shall be governed by and construed in accordance with the federal law of the United States and the state law of California, whichever is applicable, without regard to conflict of laws principles. You agree that any action relating to or arising out of this Agreement shall be brought in the state or federal courts of Sonoma County, California (or nearest possible geographic location), and you hereby consent to (and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to) jurisdiction and venue in the state and federal courts of Sonoma County, California. You agree to waive the right to trial by jury in any action or proceeding that takes place relating to or arising out of this Agreement.

## 16. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

## 17. CONTACT INFORMATION

If you have any questions about this Agreement, 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**