

Terms and Conditions

PLEASE READ THESE TERMS OF USE (THESE "TERMS") CAREFULLY BEFORE USING THIS SITE.

By using this site, you signify your assent to these Terms. If you do not agree to all of these Terms, do not use this site. By registering with the Imaginglink site, you also consent to use electronic signatures that thereby acknowledge and verify your registration.

Imaginglink Inc. ("Imaginglink") may revise and update these Terms at any time. Your continued usage of the Imaginglink website ("Imaginglink Site," or the "Site,") will mean you accept those changes. These Terms also apply to any services provided by or on behalf of Imaginglink through or in connection with the Site (collectively, the "Services").

These Terms apply to all visitors to the Site, and to registered users of the Site ("User").

1. The Site Does Not Provide Medical Advice

The contents of the Imaginglink Site, such as text, graphics, images, information obtained from Imaginglink's licensors, and other material contained on the Imaginglink Site ("Content") are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Imaginglink Site.

If you think you may have a medical emergency, call your doctor or 911 immediately. Imaginglink does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Site. Reliance on any information provided by Imaginglink, Imaginglink employees, others appearing on the Site at the invitation of Imaginglink, or other visitors to the Site is solely at your own risk.

2. Use of Content

Imaginglink authorizes you to view or download a single copy of the material on the Imaginglink Site solely for your personal, Non-commercial use if you include the copyright notice located at the end of the material, for example: "Copyright © 2015, Imaginglink Inc. All rights reserved" and other copyright and proprietary rights notices that are contained in the Content. Any special rules for the use of certain software and other items accessible on the Imaginglink Site may be included elsewhere within the Site and are incorporated into these Terms by reference.

On the condition that you comply with all your obligations under these Terms, we grant you a limited, revocable, nonexclusive, non-assignable, non-sublicenseable license and right to access the Site, through a generally available web browser, mobile device or application (but not through scraping, spidering, crawling or other technology or software used to access data without the express written consent of Imaginglink or its Users), view information and use the Services that we provide on Imaginglink webpages and in accordance with this Agreement. Any other use of Imaginglink contrary to our mission and purpose (such as seeking to connect to someone you do not know or to use information gathered from Imaginglink commercially) is strictly prohibited and a violation of this Agreement. We reserve all rights not expressly granted in this Agreement, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in Imaginglink and all related items, including any and all copies made of the Imaginglink website.

The Content is protected by copyright under both United States and foreign laws. Title to the Content remains with Imaginglink or its licensors. Any use of the Content not expressly permitted by these Terms is a breach of these

Terms and may violate copyright, trademark, and other laws. Content and features are subject to change or termination without notice in the editorial discretion of Imaginglink. All rights not expressly granted herein are reserved to Imaginglink and its licensors.

If you violate any of these Terms, your permission to use the Content automatically terminates and you must immediately destroy any copies you have made of any portion of the Content.

3. Liability of Imaginglink and Its Licensors

The use of the Imaginglink Site and the Content is at your own risk. When using the Imaginglink Site, information will be transmitted over a medium that may be beyond the control and jurisdiction of Imaginglink and its suppliers. Accordingly, Imaginglink assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Imaginglink Site.

The Imaginglink Site and the content are provided on an "as is" basis. Imaginglink, ITS LICENSORS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. Without limiting the foregoing, Imaginglink, its licensors, and its suppliers make no representations or warranties about the following:

1. The accuracy, reliability, completeness, correctness, or timeliness of the Content, software, text, graphics, links, or communications provided on or through the use of the Imaginglink Site or Imaginglink.
2. The satisfaction of any government regulations requiring disclosure of information on prescription drug products or the approval or compliance of any software tools with regard to the Content contained on the Imaginglink Site.

In no event shall Imaginglink, its licensors, its suppliers, or any third parties mentioned on the Imaginglink Site be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use of or inability to use the Imaginglink Site or the Content, whether based on warranty, contract, tort, or any other legal theory, and whether or not Imaginglink, its licensors, its suppliers, or any third parties mentioned on the Imaginglink Site are advised of the possibility of such damages. Imaginglink, its licensors, its suppliers, or any third parties mentioned on the Imaginglink Site shall be liable only to the extent of actual damages incurred by you, not to exceed U.S. \$1000. Imaginglink, its licensors, its suppliers, or any third parties mentioned on the Imaginglink Site are not liable for any personal injury, including death, caused by your use or misuse of the Site, Content, or Public Areas (as defined below). Any claims arising in connection with your use of the Site, any Content, or the Public Areas must be brought within one (1) year of the date of the event giving rise to such action occurred. Remedies under these Terms are exclusive and are limited to those expressly provided for in these Terms.

4. User Submissions

Any information you provide or make available to Imaginglink – through the site or otherwise – are referred to in these Terms as "Submissions."

The personal information contained in any Submissions you submit to Imaginglink is governed by the Imaginglink Privacy Policy, incorporated herein by reference. To the extent that there is an inconsistency between this Agreement and the Imaginglink Privacy Policy, this Agreement shall govern.

The Site contains functionality (including blogs, message boards, interesting cases, educational presentations, multiple choice questions, resource materials, market place, job postings etc.) that allows users to upload content to the Site (collectively "Public Areas"). You agree that you will not upload or transmit any communications or content of

any type to the Public Areas that infringe or violate any rights of any party. By submitting communications or content to the Public Areas, you agree that such submission is non-confidential for all purposes.

If you make any such Submission, you agree that you will not send or transmit to Imaginglink by email, (including through the email addresses listed on the "Contact Us" page) any communication or content that infringes or violates any rights of any party. If you submit any business information, idea, concept or invention to Imaginglink by email, you agree such Submission is non-confidential for all purposes.

If you make any Submission to a Public Area or if you submit any business information, idea, concept or invention to Imaginglink by email, you automatically grant or warrant that the owner of such content or intellectual property has expressly granted Imaginglink a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. Imaginglink may sublicense its rights through multiple tiers of sublicenses. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, do not submit them to the Public Areas or to Imaginglink. In regards to emailed submissions, requests or questions, we try to answer every email in a timely manner, but sometimes we may not be able to do so.

5. User Submissions

You agree to only post or upload media Submissions (like images, photos, videos, audio, PDFs, or any media files in any format) that you have taken yourself or that you have all rights to transmit and license and which do not violate trademark, copyright, privacy or any other rights of any other person. Photos or videos of celebrities and cartoon or comic images are usually copyrighted by the owner.

To protect your privacy, you agree that you will not submit any media that contains Personally Identifiable Information (like name, phone number, email address or web site URL) or Personal Health Information of you or of anyone else. Submissions including media-like images or video of other people without their permission are strictly prohibited.

By providing information to us, including all Submissions, you represent and warrant that you are entitled to and have the requisite rights to submit the information and that the information is accurate, not confidential, and not in violation of any contractual restrictions or other third party rights.

By uploading any media Submissions on the Imaginglink site, you warrant that you have permission from all persons appearing in your media for you to make this contribution and grant rights described herein. You hereby agree to never post a picture or image or video of or with someone else unless you have their explicit permission.

It is strictly prohibited to upload media of any kind that contain expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these Terms, the Imaginglink Advertising Policy and/or the Imaginglink Privacy Policy.

You agree that your Submissions will not include any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software including this Website.

By uploading any Submissions, (a) you grant Imaginglink a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in the media; (b) you certify that any person pictured in the submitted media (or, if a minor, his/her parent/legal guardian) authorizes Imaginglink to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in such media; and (c) you agree to indemnify Imaginglink and its affiliates, directors, officers and employees and hold them harmless from any and all claims and expenses, including attorneys' fees, arising from the media and/or your failure to comply with these terms described in this document.

Imaginglink reserves the right to review all Submissions and to remove any media from the site for any reason, at any time, without prior notice, at its sole discretion.

6. Contributions to the Site

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to Imaginglink through its suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential proprietary or protected health information; (b) Imaginglink is not under any obligation of confidentiality, express or implied, with respect to the Contributions; Imaginglink shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) Imaginglink may have something similar to the Contributions already under consideration or in development; (e) you irrevocably assign to Imaginglink all rights to your Contributions; and (f) you are not entitled to any compensation or reimbursement of any kind from Imaginglink under any circumstances.

7. Personal Health Information

As noted above, the Site is not intended for the transmission or storage of personal health information (PHI). Nonetheless, we recognize that the Site may be used inadvertently to transmit PHI (via private communications tools made available through the Site or otherwise). Accordingly, out of an excess of caution, Imaginglink enters into a Business Associate Agreement (BAA) as directed by the Health Insurance Portability and Accountability Act (HIPAA). The BAA is attached to these Terms as Exhibit A.

You should carefully read our full Privacy Policy and Business Associate Agreement before deciding to become a User as it is hereby incorporated into this Agreement by reference, and governs our treatment of any information, including personally identifiable information and electronic personal health information you submit to us. Please note that certain information, statements, data, and content (such as photographs) which you may submit to Imaginglink, or groups you choose to join might, or are likely to, reveal your gender, ethnic origin, nationality, age, and/or other personal information about you. You acknowledge that your submission of any information, statements, data, and content to us is voluntary on your part.

Notwithstanding the BAA, you are absolutely prohibited from posting any PHI in Public Areas, and you remain LIABLE for all Submissions, as otherwise noted in these Terms.

8. Passwords

You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your Imaginglink passwords or accounts. It is your sole responsibility to (1) control the dissemination and use of sign-in name, screen name and passwords; (2) authorize, monitor, and control access to and use of your Imaginglink account and password; (3) promptly inform Imaginglink if you believe your account or password has been compromised or if there is any other reason you need to deactivate a password. To send us an email, use the "Contact Us" links located at the bottom of every page of our site.

You grant Imaginglink and all other persons or entities involved in the operation of the Site the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Site. Imaginglink cannot and does not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using Imaginglink Services.

9. Imaginglink Community and Member to Member Areas ("Public Areas")

If you use a Public Area, such as message boards, blogs, Ask Our Expert, User Reviews or other member communities, you are solely responsible for your own communications, the consequences of posting those communications, and your reliance on any communications found in the Public Areas. Imaginglink and its licensors are not responsible for the consequences of any communications in the Public Areas. In cases where you feel

threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately. If you think you may have a medical emergency, call your doctor or 911 immediately.

In consideration of being allowed to use the Public Areas, you agree that the following actions shall constitute a material breach of these Terms:

1. Using a Public Area for any purpose in violation of local, state, national, or international laws.
2. Posting material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others.
3. Posting material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by Imaginglink in its sole discretion.
4. Posting advertisements or solicitations of business.
5. After receiving a warning, continuing to disrupt the normal flow of dialogue, or posting comments that are not related to the topic being discussed (unless it is clear the discussion is free-form).
6. Posting chain letters or pyramid schemes.
7. Impersonating another person.
8. Distributing viruses or other harmful computer code.
9. Harvesting, scraping or otherwise collecting information about others, including email addresses, without their identification for posting or viewing comments.
10. Allowing any other person or entity to use your identification for posting or viewing comments.
11. Posting the same note more than once or "spamming" or
12. Engaging in any other conduct that restricts or inhibits any other person from using or enjoying the Public Area or the Site, or which, in the judgment of Imaginglink, exposes Imaginglink or any of its customers or suppliers to any liability or detriment of any type.

Imaginglink Reserves the Right (but is Not Obligated) to Do Any or All of the Following:

1. Record the dialogue in public chat rooms.
2. Investigate an allegation that a communication does not conform to the terms of this section and determine in its sole discretion to remove or request the removal of the communication(s).
3. Remove communications that are abusive, illegal, or disruptive, or that otherwise fail to conform "to" these Terms.
4. Terminate a user's access to any or all Public Areas and/or the Imaginglink Site upon any breach of these Terms.
5. Monitor, edit, or disclose any communication in the Public Areas.
6. Edit or delete any communication(s) posted on the Imaginglink Site, regardless of whether such communication(s) violate these standards.

Imaginglink or its licensors have no liability or responsibility to users of the Imaginglink Site or any other person or entity for performance or Non-performance of the aforementioned activities.

10. Advertisements, Searches, and Links to Other Sites

Imaginglink may provide links to third-party websites. Imaginglink also may select certain sites as priority responses to search terms you enter and Imaginglink may agree to allow advertisers to respond to certain search terms with advertisements or sponsored content. Imaginglink does not recommend and does not endorse the content on any third-party websites. Imaginglink is not responsible for the content of linked third-party sites, sites framed within the Imaginglink Site, third-party sites provided as search results, or third-party advertisements, and does not make any representations regarding their content or accuracy. Your use of third-party websites is at your own risk and subject to the terms of use for such sites. Imaginglink does not endorse any product, service, or treatment advertised on the Imaginglink Site. For more information, read Imaginglink's Advertising Policy and Sponsor Policy.

11. Premium Services and Payments

If you purchase any Services that Imaginglink offers for a fee, either on a one-time or subscription basis ("Premium Services"), you agree to Imaginglink storing your payment card information. You also agree to pay the applicable fees for the Premium Services (including, without limitation, periodic fees for premium accounts) as they become due plus all related taxes, and to reimburse Imaginglink for all collection costs and interest for any overdue amounts. Your obligation to pay fees continues through the end of the subscription period during which you cancel your subscription. You may cancel your Premium Services by contacting Imaginglink as set out in section 21 below. You also acknowledge that Imaginglink's Premium Services are subject to this Agreement and any additional terms related to the provision of the Premium Service. All fees and charges are non-refundable and there are no refunds or credits for partially used periods. All Premium Services, including upgrades and additional messages acquired as part of your Premium account, expire immediately upon cancellation or termination of your Premium account.

We may modify, replace, refuse access to, suspend or discontinue Imaginglink, partially or entirely, or change and modify prices for all or part of the Services for you or for all our users in our sole discretion. All of these changes shall be effective upon their posting on our Site or by direct communication to you unless otherwise noted. Imaginglink further reserves the right to withhold, remove and or discard any content available as part of your account, with or without notice if deemed by Imaginglink to be contrary to these Terms. For avoidance of doubt, Imaginglink has no obligation to store, maintain or provide you a copy of any content that you or other Users provide when using the Services.

IN CASE OF A FAILURE TO PROVIDE PREMIUM SERVICES, YOUR SOLE RECOURSE, AND Imaginglink'S SOLE LIABILITY, IS A PRO RATA REFUND FOR THE PREPAID BUT UNUSED PORTION OF SUCH FEES. NO REFUND WILL BE PROVIDED IN CASE OF: (A) TERMINATION OF YOUR ACCESS TO THE SITE BY Imaginglink FOR A VIOLATION OF THESE TERMS; OR (B) ORDINARY SITE OUTAGES CAUSED BY MAINTENANCE OR CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF IMAGAILINK.

12. Notifications and Service Messages

For purposes of service messages and notices about the Services to you, Imaginglink may place a banner notice across its pages to alert you to certain changes such as modifications to this Agreement. Alternatively, notice may consist of an email from Imaginglink to an email address associated with your account, even if we have other contact information. You also agree that Imaginglink may communicate with you through your Imaginglink account or through other means including email, mobile number, telephone, or delivery services including the postal service about your Imaginglink account or services associated with Imaginglink. You acknowledge and agree that we shall have no liability associated with or arising from your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Service.

13. User-To-User Communication and Sharing

Imaginglink offers various tools that allow you to communicate with individuals and groups, with varying degrees of security. Any electronic personal health information communicated through such tools (the "Secure Tools") will be subject to the Business Associate Agreement attached as Exhibit A.

Please note that ideas you post and information you share may be seen and used by other Users, and Imaginglink cannot guarantee that other Users will not use the ideas and information that you share on Imaginglink, even if only through the Secure Tools. Therefore, if you have an idea or information that you would like to keep confidential and/or don't want others to use, or that is subject to third party rights that may be infringed by your sharing it, do not share it on Imaginglink.

Imaginglink IS NOT RESPONSIBLE FOR A USER'S MISUSE OR MISAPPROPRIATION OF ANY SUBMISSIONS OR CONTENT OR INFORMATION YOU POST, UPLOAD, AND TRANSMIT WITHIN Imaginglink.

13. Children's Privacy

We are committed to protecting the privacy of children. You should be aware that this Site is not intended or designed to attract children under the age of 13. We do not collect personally identifiable information from any person we actually know is a child under the age of 13.

14. Indemnity

You agree to defend, indemnify, and hold Imaginglink, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms, including, without limitation, any unauthorized or unlawful Submissions.

15. General

Imaginglink is based in Massachusetts, in the United States of America with principal offices in Lexington, Massachusetts. Imaginglink makes no claims that Imaginglink, or any Site within the Imaginglink Network and the Content are appropriate or may be downloaded outside of the United States. Access to the Content may not be legal by certain persons or in certain countries. If you access the Imaginglink Network from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

The following provisions survive the expiration or termination of this Agreement for any reason whatsoever: Liability, User Submissions, User Submissions – image, video, audio files, Indemnity, Jurisdiction, and Complete Agreement.

16. Jurisdiction

You expressly agree that exclusive jurisdiction for any dispute with Imaginglink, or in any way relating to your use of the Imaginglink Site, resides in the courts of the Commonwealth of Massachusetts and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the Commonwealth of Massachusetts in connection with any such dispute including any claim involving Imaginglink or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

These Terms are governed by the internal substantive laws of the Commonwealth of Massachusetts, without respect to its conflict of laws principles. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

17. Notice and Takedown Procedures; and Copyright Agent

If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials (or access thereto) from this web site by contacting Imaginglink's copyright agent (identified below) and providing the following information:

1. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
2. Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
3. Your name, address, telephone number and (if available) e-mail address.
4. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
5. A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.

6. A signature or the electronic equivalent from the copyright holder or authorized representative.

Imaginglink's agent for copyright issues relating to this web site is as follows:

Imaginglink Inc.

Attn: Office of Privacy

405 Waltham St, Suite 227

Lexington, MA 02421, USA

support@imaginglink.com

Phone: +1 (413)695-7902

Fax: +1 (781)652-0627

In an effort to protect the rights of copyright owners, Imaginglink maintains a policy for the termination, in appropriate circumstances, of subscribers and account holders of the Site who are repeat infringers.

20. Complaints Regarding Content Posted on the Site

We built Imaginglink to help you be a more productive healthcare professional and/or informed patient. To achieve this purpose, we encourage our Users to share truthful and accurate information. We also respect the intellectual property rights of others. Accordingly, this Agreement requires that information posted by Users be accurate and not in violation of the intellectual property rights or other rights of third parties. To promote these objectives, Imaginglink provides a process for submission of complaints concerning content posted by our Users. Our policy and procedures can be found in the Imaginglink Privacy Policy.

If you believe any materials accessible on or from the Services infringe your copyright, you may request removal of those materials (or access thereto) from the Services by contacting Imaginglink using the "Contact" link at the bottom of every page of the Site.

21. Complete Agreement

Except as expressly provided in a particular "legal notice" on the Imaginglink Site, these Terms and the Imaginglink Privacy Policy constitute the entire agreement between you and Imaginglink with respect to the use of the Imaginglink Site, and Content.

Thank you for your cooperation. We hope you find the Imaginglink.com Site helpful and convenient to use! Questions or comments regarding this website, including any reports of non-functioning links, should be submitted using our Contact Us Form or via U.S. mail to: Imaginglink Inc. Attn: CEO, 405 Waltham St, Suite 227, Lexington, MA 02421, USA.

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EXHIBIT A: HIPAA BUSINESS ASSOCIATE AGREEMENT BETWEEN Imaginglink AND PROVIDER

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the "BA Agreement") is entered into as of the date that the Imaginglink User (referred to in this BA Agreement as "Provider" electronically agrees to the Online Terms and Conditions of Use governing the Services. This BA Agreement is entered into between the Provider ("Covered Entity") and Imaginglink, Inc. ("Business Associate").

Imaginglink is a "Business Associate" and Users are "Providers" under the BA Agreement in instances when Users upload protected health information to Imaginglink. Subcontractors that register as Users, or agree to the terms of Imaginglink's Privacy Policy and Terms, and receive, maintain, or transmit protected health information on behalf of Imaginglink are "Business Associates" of Imaginglink and also subject to terms of this Agreement.

WITNESSETH

WHEREAS, Congress enacted the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which protects the confidentiality of health information;

WHEREAS, pursuant to HIPAA, the United States Department of Health and Human Services ("HHS") promulgated Privacy Standards and Security Standards, each as defined below, governing confidential health information;

WHEREAS, Business Associate performs services through its provision of the Services (the "Service") on behalf of Covered Entity;

WHEREAS, Business Associate's provision of the Service requires Covered Entity to provide Business Associate with access to confidential health information; and

WHEREAS, in order to comply with the business associate requirements of HIPAA and its implementing regulations, Business Associate and Covered Entity must enter into an agreement that governs the uses and disclosures of such confidential health information by the Business Associate.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

The following terms used in this BA Agreement shall have the same meaning as those terms in the HIPAA Rules: Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Security Incident, Subcontractor, and Use.

For purposes of this BA Agreement, the following terms shall have the following meanings:

"Breach" when capitalized, "Breach" shall have the meaning set forth in 45 C.F.R. 164.402 (including all of its subsections); with respect to all other uses of the word "breach" in this BA Agreement, the word shall have its ordinary contract meaning.

"Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103.

"Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103.

"Electronic Media" shall have the meaning set forth in 45 C.F.R. 160.103, which is defined as electronic storage media (including memory devices in computers, hard drives, any removable or transportable digital memory medium, such as magnetic tape or disk, optical disk or digital memory card) or transmission media used to exchange information already in electronic storage media (including the Internet, extranet (using Internet technology to link a business with information only accessible to collaborating parties), leased lines, dial-up lines, private networks, and those transmissions that are physically moved from one location to another using magnetic tape, disk, or compact disk media). Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged does not exist in electronic form before the transmission.

"Electronic Protected Health Information" or "EPHI" shall mean Individually Identifiable Health Information that is (i) transmitted by Electronic Media or (ii) maintained in any medium constituting Electronic Media. For instance, EPHI

includes information contained in a patient's electronic medical records and billing records. "EPHI" shall not include (i) education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) records described in 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) employment records held by a Covered Entity in its role as employer.

"HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

"HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, effective February 17, 2009.

"Individual" shall have the same meaning as set forth in 45 C.F.R. 160.103, defined as the person who is the subject of PHI, and shall include a personal representative in accordance with 45 C.F.R. 164.502(g).

"Individually Identifiable Health Information" shall mean information that is a subset of health information, including demographic information collected from an individual, and

- (i) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
- (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

"Privacy Standards" shall mean the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164, Subparts A, D, and E, as currently in effect.

"Protected Health Information" or "PHI" shall mean Individually Identifiable Health Information that is (i) transmitted by Electronic Media, (ii) maintained in any medium constituting Electronic Media; or (iii) transmitted or maintained in any other form or medium. For instance, PHI includes information contained in a patient's medical records and billing records. "Protected Health Information" shall not include (i) education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) records described in 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) employment records held by a Covered Entity in its role as employer.

"Required by Law" shall have the same meaning as the term "Required by law" in 45 C.F.R. 164.103.

"Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or any office or person within the U.S. Department of Health and Human Services to which/whom the Secretary has delegated his or her authority to administer the Privacy Standards and the Security Standards, such as the Director of the Office for Civil Rights.

"Security Standards" shall mean Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and C.

"Subsequent Business Associate" shall mean any agent, including subcontractors, of Business Associate to whom Business Associate discloses Protected Health Information or Electronic Protected Health Information.

"Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in 45 C.F.R. 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

All references to "days" in this BA Agreement shall mean calendar days. Capitalized terms used not defined herein shall have the meanings ascribed to them in the Privacy Standards or the Security Standards.

22. Business Associate Obligations.

Business Associate acknowledges and agrees that it is considered a "business associate" as defined by HIPAA and by regulations promulgated thereunder. As a business associate of Covered Entity, Business Associate shall comply with the following terms of this BA Agreement, as required pursuant to 45 C.F.R. § 164.504.

1. Permitted Uses and Disclosures.

Business Associate agrees that it shall use and disclose Protected Health Information received from Covered Entity for the purposes of providing the Service services, as otherwise permitted under this BA Agreement, or as Required by Law. Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 C.F.R. § 164.514(a)-(c). Business Associate agrees to follow guidance issued by the Secretary regarding what constitutes "minimum necessary" with respect to the use or disclosure of PHI and EPHI. Until such time that such guidance is issued, Business Associate shall limit its use or disclosure of PHI and EPHI, to the extent practicable, to the limited data set (as defined in 45 C.F.R. 164.514(e)(2)), or to the minimum necessary to accomplish the intended purpose of such use, disclosure or request, respectively.

2. Disclosures to Subsequent Business Associates.

Business Associate shall not disclose any PHI to any Subsequent Business Associate, unless and until Business Associate and the Subsequent Business Associate have entered into an agreement containing the same terms and conditions as set forth in this BA Agreement.

3. Contractors

Business Associate, in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable, shall ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

4. Reporting Violations of Law.

Consistent with the requirements of 45 C.F.R. 164.502(j)(1), Business Associate may disclose Protected Health Information to report violations of law to appropriate Federal and State authorities.

5. Appropriate Safeguards.

Business Associate shall implement appropriate administrative, technical, and physical safeguards to prevent any use or disclosure of Protected Health Information not authorized by this BA Agreement. Specifically, Business Associate agrees to comply with the requirements of 45 C.F.R. 164.308, 164.310, 164.312 and 164.316 to the same extent such requirements apply to Covered Entity.

6. Reporting of Illegal, Unauthorized or Improper Uses or Disclosures and Remedial Actions.

Business Associate shall report to Covered Entity any illegal, unauthorized, or improper use or disclosure of Protected Health Information, Security Incident or any Breach (collectively, "Known Misuse") by it or a Subsequent Business Associate without unreasonable delay and within ten (10) business days of obtaining knowledge of such Known Misuse. Additionally, if the Known Misuse is a Breach of Unsecured Protected Health Information, Business Associate shall comply with the requirements of 45 C.F.R. 164.410. Business Associate shall take, or, in the event that the acts or omissions of a Subsequent Business Associate gave rise to the Known Misuse, shall require a Subsequent Business Associate to take, commercially reasonable actions to mitigate the negative impact of any Known Misuse and adopt additional or improve existing safeguards to prevent recurrence.

7. Internal Practices, Books and Records.

Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary, or their designees, for purposes of determining and facilitating Business Associate's and Covered Entity's compliance with the Privacy Standards and Security Standards.

8. Access to Protected Health Information.

1. Within ten (10) days of a request by Covered Entity, Business Associate shall provide Protected Health Information in its possession or in the possession of a Subsequent Business Associate to Covered Entity in order for Covered Entity to comply with its obligations under 45 C.F.R. 164.524 to provide Individuals with access to their Protected Health Information.
2. Business Associate shall notify Covered Entity within five (5) days of receiving a request from an Individual to access Protected Health Information. Following receipt of such notice from Business Associate, Covered Entity shall handle such request from the Individual.

9. Amendments to Protected Health Information.

1. Within ten (10) days of a request by Covered Entity, Business Associate shall provide Protected Health Information in its possession or in the possession of a Subsequent Business Associate to Covered Entity in order for Covered Entity to comply with its obligations under 45 C.F.R. 164.526 to provide Individuals the right to amend their Protected Health Information.
2. Business Associate shall notify Covered Entity within five (5) days of receiving a request from an Individual to amend Protected Health Information. Following receipt of such notice from Business Associate, Covered Entity shall handle such request from the Individual.

10. Accounting of Disclosures.

1. Within twenty (20) days of a request by Covered Entity, Business Associate shall provide Covered Entity with an accounting of all disclosures of Protected Health Information, other than disclosures excepted from the Privacy Standards accounting requirement under 45 C.F.R. 164.528(a)(1)(i)-(ix), made by Business Associate or by a Subsequent Business Associate in the previous six (6) years (but in no event prior to April 14, 2003) in order for Covered Entity to comply with its obligations under 45 C.F.R. 164.528 to provide Individuals with an accounting of disclosures of their Protected Health Information.
2. Such accounting shall include, with respect to each disclosure: the date of the disclosure; the name (and address, if known) of the entity or person receiving the Protected Health Information; a description of the Protected Health Information disclosed; a statement of the purpose of the disclosure; and any other information the Secretary may require under 45 C.F.R. 164.528 (collectively, "Disclosure Information").
3. Notwithstanding Section 22.10.2, for repetitive disclosures of Protected Health Information that Business Associate makes for a single purpose to the same person or entity, Business Associate may record: (a) the Disclosure Information for the first of these repetitive disclosures; (b) the frequency, periodicity or number of these repetitive disclosures made during the accounting period; and the date of the last of these repetitive disclosures.
4. Business Associate shall notify Covered Entity within ten (10) days of receiving a request from an Individual for an accounting of disclosures of Protected Health Information. Following receipt of such notice from Business Associate, Covered Entity shall handle such request from the Individual.
5. In accordance with the HITECH Act, the parties acknowledge that the Secretary shall promulgate regulations regarding the right of Individuals to receive an accounting of disclosures made for treatment, payment and healthcare operations during the previous three (3) years if such disclosures are made through the use of an electronic health record. The parties agree to comply with such regulations promulgated by the Secretary as of the effective date of those regulations.

11. Subpoenas, Court Orders, and Governmental Requests.

If Business Associate receives a court order, subpoena, or governmental request for documents or other information containing Protected Health Information, Business Associate will use reasonable efforts to notify Covered Entity of the receipt of the request within ten (10) business days to provide Covered Entity an opportunity to respond. Business Associate may comply with such order, subpoena, or request as required by Law or permitted by law.

12. Remuneration in Exchange for PHI.

Except as permitted by the HITECH Act or regulations promulgated by the Secretary in accordance with the HITECH Act, and as of the effective date of such regulations, Business Associate shall not directly or indirectly receive remuneration in exchange for PHI unless Covered Entity notifies Business Associate that it obtained a valid authorization from the Individual specifying that the Individual's PHI may be exchanged for remuneration by the entity receiving such Individual's PHI.

23. Covered Entity Obligations.

1. Notice of Privacy Practices.

Covered Entity shall notify Business Associate of limitation(s) in its notice of privacy practices; to the extent such limitation affects Business Associate's permitted Uses or Disclosures.

2. Individual Permission.

Covered Entity shall notify Business Associate of changes in, revocation of, permission by an Individual to use or disclose PHI; to the extent such changes affect Business Associate's permitted Uses or Disclosures.

3. Restrictions.

Covered Entity shall notify Business Associate of restriction(s) in the Use or Disclosure of PHI that Covered Entity has agreed to; to the extent such restriction affects Business Associate's permitted Uses or Disclosures.

4. Consents and Authorizations.

Covered Entity represents and warrants that any and all consents, authorizations, or other permissions necessary under the Privacy Standards or other applicable law (including state law) to transmit information through the Service and/or under this BA Agreement have been properly secured.

5. Marketing.

Covered Entity represents and warrants that it has obtained any and all authorizations from Individual for any use or disclosure of PHI for marketing, unless the marketing communication is made without any form of remuneration (i) to describe medical services or products provided by either party; (ii) for treatment of the Individual; or (iii) for case management or care coordination for the Individual or to direct or recommend alternate treatments, therapies, providers or settings.

6. Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164.

24. Term and Termination.

1. Term.

The Term of this BA Agreement shall commence on and this BA Agreement shall be effective as of the date on which Covered Entity electronically registers for the Service, and shall continue in effect for as long as Covered Entity is registered for the Service.

2. Termination for Cause.

In the event either party determines that the other has engaged in a pattern of activity or practice that constitutes a material breach of a term of this BA Agreement and such violation continues for thirty (30) days after written notice of such breach has been provided, the party claiming a breach shall have the right to terminate Covered Entity's participation on the Service or, if termination is not feasible, to report the breach to the Secretary.

3. Effect of Termination.

1. Return or Destruction of Protected Health Information; Disposition When Return or Destruction Not Feasible. Upon termination of this Agreement, the parties hereby acknowledge that the return or destruction of PHI received by the Business Associate from Covered Entity is not feasible, and that, therefore, Business Associate may retain a copy of such Protected Health Information provided that: (i) the provisions of this Agreement shall continue to apply to any such information retained following cancellation, termination, expiration, or other conclusion of Covered Entity's participation on the Service; and (ii) Business Associate shall limit Uses and Disclosures of such PHI to those purposes that make the return or destruction thereof not feasible, for as long as Business Associate maintains such PHI.
2. Reasonable Fees. All reasonable fees incurred to cause the return, destruction, or storage of Protected Health Information under this Section 4.3 shall be borne by the Covered Entity.

25. Miscellaneous.

1. Regulatory References.

A reference in this BA Agreement to a section in HIPAA, the HITECH Act, the Privacy Standards, or the Security Standards means the section as in effect or as amended at the time.

2. Survival.

The respective rights and obligations of the parties under Section 4.3 of this BA Agreement shall survive the termination of this BA Agreement.

3. Interpretation.

Any ambiguity in this BA Agreement shall be resolved in favour of a meaning that permits the parties to comply with the Privacy Standards and Security Standards. Except to the extent specified by this BA Agreement, all of the terms and conditions governing Covered Entity's participation on the Service shall be and remain in full force and effect. In the event of any inconsistency or conflict between this BA Agreement and the terms and conditions governing Covered Entity's participation on the Service, the terms and provisions and conditions of this BA Agreement shall govern and control.

4. Amendment.

The parties shall work together through reasonable negotiations to amend this BA Agreement as necessary to comply with any changes in law, including, but not limited to, the promulgation of amendments to the Privacy Standards or Security Standards required by the HITECH Act or any other future laws, applicable to or affecting the rights, duties, and obligations of the parties under this BA Agreement or the terms and conditions governing Covered Entity's participation on the Service.

5. Independent Relationship.

None of the provisions of this BA Agreement are intended to create, nor will they be deemed to create, any relationship between the parties other than that of independent parties contracting with each other as independent contractors solely for the purposes of effecting the provisions of this BA Agreement and the terms and conditions governing Covered Entity's participation on the Service.

6. Notices.

In addition to Section 2.h. ("Notifications and Service Messages") and 11.b ("Notices and Service of Process"), we may notify you via postings on www.imaginglink.com. You may contact us at support@imaginglink.com or via mail or courier at the address below.

All notices and notifications under this BA Agreement shall be sent in writing by traceable carrier to the listed persons on behalf of Business Associate and Covered Entity at the addresses indicated at the address below, or as set forth in the online registration process or such other address as a party may indicate by at least ten (10) days' prior written

notice to the other party. Notices will be effective upon receipt. Any notices provided without compliance with this section on Notices shall have no legal effect.

7. Construction and Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (excepting any conflict of law's provisions which would serve to defeat application of California law). Each of the parties hereto submits to the exclusive jurisdiction of the state and/or federal courts located within the Commonwealth of Massachusetts for any suit, hearing or other legal proceeding of every nature, kind and description whatsoever in the event of any dispute or controversy arising hereunder or relating hereto, or in the event any ruling, finding or other legal determination is required or desired hereunder.

8. Effectiveness.

This Agreement is effective upon the User's acceptance of the Privacy Policy and Terms of Use during the online registration process.

ADDRESSES FOR NOTICES

FOR Imaginglink INC:
Imaginglink Inc.
ATTN: Legal
405 Waltham St, Suite 227
Lexington, MA 02421, USA
support@imaginglink.com
Phone: +1 (413)695-7902
Fax: +1 (781)652-0627

FOR COVERED ENTITY:

The notice address for Covered Entity will be the address provided by that entity on the online registration page for the Services.