

Terms Of Service

These Terms of Use are effective on April 20, 2017.

Werq Terms of Use

Welcome to Werq. The Werq websites, mobile applications, products, and services are provided by Werq, Inc. (“we”, “us”, “Werq”). Your use of the Werq websites, mobile applications, products, and services (hereinafter collectively referred to the “Services”) is subject to these terms of use (these “Terms”). These Terms govern your use of the Services and by using the Services, you agree to be bound by the Terms as well as our Privacy Policy, which is hereby incorporated into these Terms.

1. Acceptance

PLEASE READ THESE TERMS CAREFULLY. BY CREATING A WERQ ACCOUNT, OR DOWNLOADING, INSTALLING OR OTHERWISE ACCESSING OR USING THE SERVICES OR ANY PORTION THEREOF, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS, INCLUDING THE PRIVACY POLICY.

2. Changes to the Terms of Service

We may modify these Terms from time to time. The most current version of the Terms will be located on Werq.io (the “Site”). You understand and agree that your access to or use of the Services is governed by the Terms effective at the time of your access to or use of the Site or Service. If we make material changes to these Terms, we will notify you by email or by posting a notice on the Site and/or Services prior to the effective date of the changes. We will also indicate at the top of this page the date that revisions were last made. You should revisit these Terms on a regular basis, as revised versions will be binding on you. Any such modification will be effective upon our posting of new Terms. You understand and agree that your continued access to or use of the Services after the effective date of modifications to the Terms indicates your acceptance of the modifications.

In order to invite your contacts to use the Services, we may request access to your mobile device’s contacts list. By using the Services’ “Invite” feature, you will have the option to grant the Services access to your mobile device’s contacts list in order to enable to you send a text to any contact(s) you invite from your phone number. You acknowledge and agree that you are responsible for any charges that apply to communications sent from your mobile device, and because this invitation is sent directly from your mobile device’s phone number to your contact, Werq does not have access to or control this communication. If you wish to revoke the Services’ access your mobile device’s contacts list, you can do so in your mobile device’s settings menu.

3. Our License to You

Subject to these Terms and our policies, we grant you a limited, non-exclusive, non-transferable, and revocable license to use the Services.

4. Translation

We may translate these Terms into other languages for your convenience. Nevertheless, the English version governs your relationship with Werq. To the extent any translated version of these Terms conflicts with the English version, the English version controls.

5. Use of Services

Eligibility

You must be 18 years of age or older to use the Services. By using the Services you represent that you are 18 or older, and that you will not permit a minor under the age of 18 to use the Services, your account, or otherwise interact with the Services. Werq will never knowingly solicit or accept personally identifiable information or other content from a user or visitor who Werq knows is under 18 years of age. If Werq discovers that a user under 18 years of age has created an account, or that a user or visitor under 18 years of age has posted personally identifiable information or other content to the Services, Werq will terminate the account and remove the information or other content. If you open an account on behalf of a company, organization, or other entity, you hereby represent and warrant that you are authorized to grant all permissions and licenses provided in these Terms and bind the company, organization, or other entity to these Terms, and that you agree to these Terms on the company's, organization's, or other entity's behalf. Some of the Services may be software that is downloaded to your computer, phone, tablet, or other device. You agree that we may automatically upgrade those Services, and these Terms will apply to such upgrades.

Werq can only be used by licensed, certified or registered health care providers in the United States and their authorized staff. If you are not a licensed, certified or registered health care provider or an authorized staff member of a health care provider, you may not use Werq.

Permission to use Werq

We grant you permission to use the Services subject to the restrictions in these Terms. You understand and agree that your use of Services is at your own risk.

Availability of Services or any Portion of the Services

The Services or any portion of the Services, including any and all mobile apps and applications, may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

System Requirements for the iOS App

In order to use any mobile apps or applications that are part of the Services, you are required to have a compatible device, Internet access, and the necessary minimum specifications specified below (“System Requirements”).

- Apple mobile with Apple iOS 9+
- Language: English.

You hereby acknowledge that the System Requirements may change from time to time, without notice, and that Werq makes no representations as to the accuracy of the System Requirements. You may be required to obtain software and/or hardware updates or upgrades from time to time, as may be necessary for the continued use of the Services. You hereby acknowledge and agree that such System Requirements as specified, remains your responsibility.

We will use reasonable efforts to make the mobile apps or applications that are part of the Services available at all times. However, you acknowledge that the mobile apps or applications that are part of the Services are provided over the Internet and mobile networks, and so the quality and availability of the mobile apps or applications that are part of the Services may be affected by factors outside our reasonable control. You further understand that we cannot guarantee that mobile apps or applications are part of the Services.

We will use reasonable efforts to make the mobile apps or applications that are part of the Services available at all times. However, you acknowledge that we cannot guarantee that the mobile apps or applications that are part of the Services shall always be available, error-free, or fully functional, and therefore cannot be held liable for any loss of data, content, etc. that results from any such unavailability or non-functionality.

6. *Payment*

While use of most of the Services is free, Werq may offer in-app purchases or a paid version of the mobile app or application with additional features beyond the free version. You agree that all purchases of Werq Services are final and that Werq will not refund any transaction once it has been made. You are responsible for paying all taxes associated with such purchases. If Werq suspends, disables, or terminates your account in accordance with Section 15 of this Agreement, you will lose access to any Services that you have purchased and Werq will not compensate you for this loss or make any refund to you. Werq reserves the right to change its fee policy at any time.

You acknowledge that you are bound by the terms of agreement with your mobile network or Internet provider (collectively, the “Mobile Provider”), which will continue to apply when using the Services. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Services or any such third party charges as may arise. You hereby acknowledge that Werq is not responsible such charges or services. If you are not the authorized party to make payment for any Mobile Provider charges incurred to access the Services, you hereby warrant and represent that you have all necessary authority from such authorized party to use the Services.

7. User Accounts and User information

You must create an account and provide certain information about yourself in order to use the Services. You are responsible for maintaining the confidentiality of your account password. You are also responsible for all activities that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to terminate or suspend your account at any time for any or no reason.

In creating your account, we ask that you provide complete and accurate information. If you are a licensed, certified or registered health care provider, you must provide your National Provider Identifier (“NPI”) in order to create an account. If you are not a licensed, certified or registered health care provider, you must be invited to the Services by a licensed, certified or registered health care provider who has already created an account and listed you as his or her staff member. You may not create or use an account for anyone other than yourself; provide a name, email address, phone number, address, or NPI other than your own; or create multiple accounts.

To access the Services, you will be required to provide personal information as part of the registration process, including but not limited to your name, email address, mobile phone number, and NPI. To create an account, you will be required to verify your mobile phone number by entering an authentication code that we will text to your mobile phone number or to enter an invite code that we have sent to your email address. You authorize us to text you this authentication code for purposes of verifying your phone number and understand that your carrier’s message and data rates may apply to texts that we send you. You further agree that we may use your name, email address, mobile phone number, or other data to communicate with you.

You agree that any information you submit to Werq is accurate and up to date. It is your responsibility to make sure that your account profile information is accurate and complete, including insurance plans with which you participate and your office location. If any of the information in your Werq profile changes, you must update your profile immediately. Upon the termination or resignation of any of your staff members, you must immediately remove the staff member’s account access or notify us so that we may terminate his or her access to the Services. You agree to use the Services only for purposes as laid out by these (a) Terms and (b) any applicable law. You agree that you are solely responsible for any breach of your obligations under these Terms and the consequences of any breach arising hereunder. You agree to the use of your data in accordance with Werq’s Privacy Policy. You shall not engage in activities, which interfere with or disrupt the Services or our servers or in any way in connection to the Services.

8. Communications from Werq

By creating an account, you agree to receive certain communications in connection with the Services. For example, we may periodically send you emails including but not limited to information related to your Werq account and marketing materials for products and services that you may be interested in.

9. Content Submissions

The Services permit you and other users to create, submit, share, post, copy, link, store and otherwise distribute certain information, video, images, photos, drawings, icons, text and/or other content (“Content”).

You are responsible for the Content that you provide ("User Content") or otherwise make available to the Service, including without limitation its legality, reliability, and appropriateness.

You warrant that either: (a) your User Content is wholly original to you and you exclusively own the rights to your User Content, including the right to grant all of the rights and licenses in this Agreement; or (b) all parties whose materials are included in your User Content, or who contributed in any way, are depicted in, or have any rights to your User Content, have granted you permission to submit and license your User Content to Werq as set forth herein, with full knowledge that Werq may exploit it in any manner whatsoever. You make such warranties without Werq incurring any third party obligations or liability arising out of its exercise of the rights thereto granted herein by you.

You grant to Werq the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual and royalty-free right and license to host, use, copy, distribute, reproduce, disclose, sub-license, display, perform, transmit, publish, broadcast, modify, make derivative works from, re-title, reformat, translate, archive, store, cache or otherwise exploit in any manner whatsoever, all or any portion of your User Content, for any purpose whatsoever, in any and all formats; on or through any and all media, software, formula or medium now known or hereafter known; and with any technology or devices now known or hereafter developed and to advertise, market and promote the same.

You further agree that Werq is free to use any ideas, concepts, know-how or techniques contained in any User Content you send to the Site, Services or Werq, for any purposes whatsoever, including, without limitation, developing, producing, marketing and otherwise exploiting products and/or services using such User Content; and without remuneration of any kind. You further perpetually and irrevocably grant Werq the unconditional right to use and exploit your name, persona and likeness included in any User Content.

You also grant to Werq the right to sub-license and authorize others to exercise any of the rights granted to Werq. You authorize Werq to publish your User Content so that it may be accessed by users of the Services, and you waive any rights of attribution and/or any so-called moral rights you may have in any User Content you submit, even if such User Content is altered or changed in a manner not agreeable to you.

You may not imply that your User Content is in any way sponsored or endorsed by Werq. You represent that you own, or have the necessary permissions to use and authorize the use of your User Content as described herein. You cannot resell, reproduce, duplicate, copy or trade the Services for any purpose unless Werq has given explicit permission for you to do so. You agree not to access these Services by any other means other than the applications, mobile apps, and/or other software provided by Werq.

Following termination or deactivation of your account, or upon removal any User Content from

Werq, we may retain your User Content for backup, archival, or audit purposes. Furthermore, Werq and its users may retain and continue to use, store, display, reproduce, modify, create derivative works, perform, and distribute any of your User Content that other users have stored or shared through Werq.

We value hearing from our users, and are always interested in learning about ways we can improve the Werq Services. If you choose to submit comments, ideas or feedback, you agree that we are free to use them without any restriction or compensation to you. By accepting your submission, Werq does not waive

any rights to use similar or related feedback previously known to Werq, or developed by its employees, or obtained from sources other than you.

We Do Not Review User Content On the Services

The User Content or any other content available through the Services has not been reviewed, verified or authenticated by Werq, and may include inaccuracies or false information or be offensive, indecent or objectionable. Werq cannot make any representations, warranties, or guarantees in connection with the Services or any Content on or available through the Services, including relating to the accuracy, quality, usability, suitability or completeness of any User Content. You hereby acknowledge and affirm that it is your sole responsibility for and assume all risk arising from your use or reliance of any User Content. If notified by a user or content owner that User Content allegedly does not conform to the Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice.

Werq does not Provide Medical Advice

You acknowledge and agree that the Content and Services available through Werq is intended to support, not replace, the relationship that exists between you and your staff, you and your coworkers, or you and other providers. If you are licensed provider, it is your responsibility to exercise your independent professional knowledge and judgment when using Werq and making referrals to, or receiving referrals from, other providers. We do not independently review or verify the medical accuracy or completeness of the medical information entered into, or transmitted via Werq. It is also your responsibility to ensure that any use of Werq is consistent with applicable law, including but not limited to those regarding the disclosure of personal health information. Except as otherwise provided herein, if you rely on any information available through Werq, you do so solely at your own risk.

We have no Obligation to Maintain Information

We may maintain information contained in or exchanged through Werq for the convenience of our users. Nevertheless, we are neither a system of record, an official medical record nor a custodian of records. You are responsible for maintaining any documentation that you believe necessary related to your use of, and the referrals you send or receive through, Werq. If you download or save information available through Werq, you shall use it solely for your internal business purposes (and not for any commercial purpose or use) and retain it in accordance with applicable law and your record retention policies and procedures.

10. Copyright Policy

Werq does not condone nor authorize activities on or through the Services that infringe copyright or intellectual property rights. We will delete any infringing User Content if properly notified that such User Content infringes on another's intellectual property rights. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C §512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- A description of the copyrighted work that you claim has been infringed;
- A description of the material that you claim is infringing and where it is located on the Services;
- Identification of the URL or other specific location on the Services where the material that you claim is infringing is located;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at support@werqapp.com. Werq reserves the right to terminate your account or any user account that it determines to be "repeat infringers." A repeat infringer is a user who has repeatedly been notified of infringing activity and/or has had Content repeatedly removed from the Services.

11. Security

We care about the data security and privacy of our users and their patients. All personally identifiable health information contained in or exchanged through Werq is strictly confidential and subject to the protections of the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as amended by Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009 (collectively, "HIPAA") and the privacy, security and breach notification regulations promulgated pursuant to HIPAA, including, but not limited to, 45 C.F.R. Parts 160 and 164, as may be amended from time to time, and applicable state laws and regulations that govern the confidentiality, privacy and security of personally identifiable health information. Your use of Werq shall comply with all applicable laws and regulations directly or indirectly applicable to you that may now or hereafter apply to you including, but not limited to, those that govern the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of personally identifiable health information. You agree that you will obtain any consents or authorizations that are required by applicable law prior to transmitting any Protected Health Information (as that term is defined in HIPAA) or personally identifiable information through Werq. If you are a Covered Entity (as that term is defined in HIPAA), then the terms of the Business Associate Addendum attached to these Terms are incorporated herein.

While we work to maintain the security of your User Content and account, Werq cannot guarantee that unauthorized third parties will not be able to defeat our security measures. You will immediately report to us any unauthorized use, disclosure, modification, or destruction of Protected Health Information or personally identifiable information contained in or exchanged through Werq of which you become aware. WE ARE NOT LIABLE OR RESPONSIBLE FOR ANY OF YOUR ACTS OR OMISSIONS IN USING WERQ IN WAYS THAT DO NOT COMPLY WITH APPLICABLE LAW OR YOUR USE OR MISUSE OF PROTECTED HEALTH INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION TRANSMITTED, MONITORED, STORED, OR RECEIVED USING WERQ.

12. Third Parties

Third Party Beneficiary

You hereby acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

Third-Party Links, Sites, and Services

The Services may include content, information, and/or data from, or links to, other apps, web apps, websites, or services. We do not control, assume responsibility for or endorse any Third Party Content. You agree that we are not responsible for the availability or contents of such Third Party Content. Your use of Third Party Content is at your own risk and you agree that Werq will have no liability arising from your use of or access to any Third Party Content. When you access the Third Party Content, you will do so at your own risk. Any use of Third Party Content is governed solely by the terms and conditions of such Third Party Content provider (and you shall comply with all such terms and conditions), and any contract entered into, or any transaction completed via any Third Party Content provider, is between you and the relevant third party, and not Werq. Werq makes no representation and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such Third Party Content or any transactions completed and any contract entered into by you with any such third party.

Third-Party Terms of Use

The Services may, from time to time, access Third Party Content by accessing third party Application Programming Interfaces ("APIs") within the Services. You understand and agree that the Services are not endorsed, certified or otherwise approved in any way by the third party providing such API and the provider of the API is not responsible for the Services. Notwithstanding any license provided under these Terms (including the end user license granted under these Terms), (i) any such third party API is provided "as-is," without any warranties and all implied warranties, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement, are expressly disclaimed; (ii) you may not modify or create derivative works based on any part of any such third party API; (iii) you may not decompile, reverse-engineer, disassemble, and/or otherwise reduce any such third party API to source code or other human-perceivable form, to the full extent allowed by law; (iv) ownership of any such third-party API and any services related to any such third party API remain with the owner of the API; and (v) the provider of any third-party API used in connection with the Services disclaims any and all liability on the part of the third-party API provider for any interruption in its services as accessed via the Services.

13. Proprietary Rights

You acknowledge and agree that Werq owns all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services, including but not limited to user experience, designs, and business processes, (whether those rights happen to be registered or not, and wherever in the world those rights may exist), and that the Services may contain information which may be of confidential nature to Werq and you have no right to disclose such information.

Werq, the Werq logo, and other Werq trademarks, service marks, graphics and logos used in connection with the Services are trademarks or registered trademarks of Werq, Inc. (collectively, the “Werq Marks”). Other trademarks, service marks, graphics and logos used in connection with the Services are the trademarks of their respective owners (collectively “Third Party Marks”). The Werq Marks and Third Party Marks may not be copied, imitated or used, in whole or in part, without the prior written permission of Werq or the applicable trademark holder. The Services and the Content (including Third Party Content) are protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary rights, and may have security components that protect digital information only as authorized by Werq or the owner of the Content.

You may not use any of our domain names without prior written consent by Werq. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information of Werq and our affiliates without express written consent. You may not use any meta tags or any other “hidden text” utilizing Werq’s name or trademarks without the express written consent of Werq. Any unauthorized use terminates the permission or license granted by Werq. You will not use any trademark, service mark, trade name, and logo of any company or organization in a method that is likely to cause or intends to cause confusion about ownership and authority.

14. Restrictions and Guidelines

We are under no obligation to enforce these Terms on your behalf against another user. While we encourage you to let us know if you believe another user has violated these Terms, we reserve the right to investigate and take appropriate action at our sole discretion. We may permanently or temporarily terminate or suspend your access to the Services without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms.

You agree not to, and will not assist, encourage, or enable others to use the Services to:

- Violate any third party’s rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- Knowingly transmit false or misleading information;
- Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;
- Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not, engage in keyword spamming, or otherwise attempt to manipulate the Services’ search results or any third party web applications or services;
- Solicit passwords or personally identifying information (this includes, but is not limited to, someone else’s birthdate, home address, IP address, social security number, or credit card number) for unlawful purposes;
- Submit or transmit pornography; or
- Violate any applicable law.

You also agree you will not assist, encourage, or enable any users or third parties to:

- Violate these Terms;
- Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Services, mobile app or application, or Content (other than your User Content), except as expressly authorized by Werq;
- Use any robot, spider, search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Services;
- Reverse engineer any portion of the Services;
- Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Services or on any materials printed or copied from the Services;
- Record, process, or mine information about other users;
- Access, retrieve or index any portion of the Services for purposes of constructing or populating a database;
- Reformat or frame any portion of the Services;
- Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on Services' technology infrastructure or otherwise make excessive traffic demands of the Services;
- Attempt to gain unauthorized access to the Services, user accounts, computer systems or networks connected to the Services through hacking, password mining or any other means;
- Use the Services to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses");
- Use any device, software or routine that interferes with the proper working of the Services, or otherwise attempt to interfere with the proper working of the Services;
- Use the Services to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Services or any portion thereof;
- Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Services, features that prevent or restrict the use or copying of Content, or features that enforce limitations on the use of the Services;
- Break or circumvent the Services' security measures or otherwise test the vulnerability of our systems or networks;
- Use Werq user information to forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered source-identifying information;
- Do anything that violates applicable law or regulations;
- Share your password, let anyone access your account or do anything that might put your account at risk; or
- Sell your username or account or otherwise transfer it for compensation.

Your Interactions with Other Users

WERQ DOES NOT SCREEN ITS USERS. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS AND ANY REFERRALS YOU MAKE TO, OR ACCEPT FROM, OTHER USERS, WHETHER THROUGH THE SERVICES OR OUTSIDE THE SERVICES. WERQ STRONGLY ADVISES YOU TO USE YOUR PROFESSIONAL JUDGEMENT BEFORE REFERRING PATIENTS, MEETING, OR SHARING PERSONALLY IDENTIFIABLE INFORMATION OR PROTECTED HEALTH INFORMATION WITH OTHER USERS OF THE SERVICES. You agree to take all necessary precautions in all interactions with other users, particularly if you decide to refer any patient, communicate outside of the Services, or meet in person.

You represent and warrant that you fully understand and acknowledge that (i) the Services are intended to deliver non-critical, non-emergency messages between users; (ii) the Services are dependent upon a number of factors outside the control of Werq, including but not limited to, the operation of third party provided hardware and network services; (iii) the Services are not a substitute for any of your current systems of administering and safeguarding medical treatment and/or medicine and communicating with your staff, coworkers, or referral sources; (iv) there may be occasional communication failures or delays in the delivery or receipt of properly sent messages via the Services; and (v) the Services are not expected to perform at the same level of performance and/or reliability one might expect from medical devices used in the delivery of critical medical care environments.

In no event shall Werq, its affiliates or its partners be liable (directly or indirectly) for any losses or damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you, your patients, your staff, or anyone else in connection with the use of the Services including, without limitation, death, bodily injury, emotional distress, and/or any other damages resulting from the medical treatment by, communications with, or meetings with other users or persons you communicate with through the Services.

Territorial Restrictions

The information and or features provided within the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Werq to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of our Services or any portion of the Services, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities or features of any content, product, service or other feature that we provide.

Services provided by Werq may be subject to United States export controls. Thus, no software from the Services may be downloaded, exported or re-exported: (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software or applications related to the Services, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

15. Termination

We reserve the right in our sole discretion to terminate, disable, or suspend your account, your access to or use of the Services or any portion thereof, inclusive of any mobile or other apps or applications software or to terminate your account and these Terms at any time, with or without notice. If you breach any of the

provisions of these Terms, your right to use the Services will automatically be terminated. You may terminate the Terms at any time, with or without notice, by deleting your account and discontinuing all access to and use of the Services. In the event that your account is terminated by you or us, you will promptly remove all copies of the Services or any portion thereof, inclusive of any mobile or other apps or applications software from your possession and control. Upon termination of these Terms, any provision that by its nature or express terms should survive will survive such termination or expiration, including, but not limited to the terms contained in the sections labeled "Payment," "Privacy Policy" (for information provided during the duration of the Terms), the license you grant in "Restrictions and Guidelines," "Copyright Policy," "Indemnification," "Third Parties," "Proprietary Rights," "Disclaimer of Warranty and Limitation of Liability," "General Terms," and "Dispute Resolution and Arbitration".

16. Indemnification

You agree to indemnify, defend, and hold Werq, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them harmless, including costs, liabilities, claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, and legal fees, from any claim or demand made by any third party arising out of or relating to (i) your access to or use of the Services or any portion thereof, including but not limited to the making and accepting of patient referrals and sharing of protected health information, (ii) your violation of the Terms, (iii) any medical treatment provided by you and/or your staff as a result of a referral obtained through the Services, or (iv) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. Werq reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of Werq. Werq will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

17. Disclaimer of Warranty and Limitation of Liability

Werq is not responsible for any Third Party Content, or any other Content posted on the Services, whether posted or caused by users of the Services, Werq, third parties or by any of the equipment or programming associated with or utilized in the Services. Werq is not responsible for the conduct, whether online or offline, of any user of the Services. Werq assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications.

You understand that it is your duty to confirm and verify any information provided on or through the Site and Services, and that you bear the sole risk of relying on any such information, including but not limited to Content, Third-Party Content, and links. It is your responsibility to exercise your independent professional knowledge and judgment when using Werq and to make sure that your use of Werq complies with all applicable laws and regulations. You are solely responsible for your use of Werq. Werq is not responsible for any problems or technical malfunction of any telephone network or lines, cellular data provider or network, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Services or Site, including injury or damage to users or to any other person's computer, and/or mobile device.

Neither Werq nor any of its affiliates, advertisers, promoters or distribution partners shall be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Services, any content posted on the Services or transmitted to users, or any interactions between users of the Services, whether online or offline.

WE TRY TO KEEP SERVICES UP, BUG-FREE, AND SAFE, BUT YOU USE THEM AT YOUR OWN RISK. THE INFORMATION FROM OR THROUGH THE SITE AND THE SERVICES IS PROVIDED "AS IS," "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED. THE CONTENT AND THE SERVICES MAY CONTAIN VIRUSES, BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. IN NO EVENT WILL WERQ OR ITS DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS OR AGENTS HAVE ANY LIABILITY WHATSOEVER FOR YOUR USE OF ANY CONTENT OR SERVICES. WE ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US THROUGH THE SERVICES SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

WERQ DOES NOT CONTROL THE INFORMATION OR CONTENT PROVIDED BY THIRD PARTIES ON THE SERVICES, AND THEREFORE SHALL NOT BE RESPONSIBLE FOR YOUR RELIANCE ON ANY INFORMATION OR STATEMENTS MADE ON OR THROUGH THE SERVICES. WERQ IS NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY THIRD PARTY SERVICES (INCLUDING BUT NOT LIMITED TO MEDICAL TREATMENT) ASSOCIATED WITH OR UTILIZED IN CONNECTION WITH THE SERVICES, INCLUDING THE FAILURE OF ANY SUCH THIRD PARTY SERVICES. YOU ARE SOLELY RESPONSIBLE FOR THE REFERRALS YOU MAKE, THE REFERRALS YOU ACCEPT, AND THE MEDICAL TREATMENT YOU PROVIDE.

WERQ'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE FEES, IF ANY, PAID BY YOU TO US FOR THE SERVICES WITHIN THE PRIOR SIX (6) MONTHS, BUT IN NO CASE WILL OUR LIABILITY TO YOU EXCEED \$50. YOU AGREE THAT DISPUTES BETWEEN YOU AND WERQ WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO US FOR THE SITE AND THE SERVICES, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM US, REGARDLESS OF THE CAUSE OF ACTION. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR".

18. Time Limitation on Claims

You agree that any claim you may have arising out of or related to your relationship with Werq must be filed within one (1) year after such claim arose; otherwise, your claim is permanently barred.

19. Dispute Resolution and Arbitration

For any dispute you have with Werq, you agree to first contact us and attempt to resolve the dispute with us informally. You agree that, if Werq has not been able to resolve the dispute with you informally, to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms by binding arbitration by except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by arbitrators appointed in accordance with such rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property or unauthorized access to the Service. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND WERQ ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

20. Governing Law and Jurisdiction

The laws of the State of Delaware will govern these Terms, as well as any claim, cause of action or dispute that might arise between you and Werq (a "Claim"), without regard to conflict of law provisions. For any claim brought by either party, you agree to submit and consent to the personal and exclusive jurisdiction in, and the exclusive venue of, the state and federal courts located within Delaware, Delaware. The Services are controlled and operated from the United States, and we make no representations that they are appropriate or available for use in other locations.

21. Severability

These Terms, together with the Privacy Policy, Business Associate Addendum, and any amendments and any additional agreements you may enter into with Werq in connection with the Services, shall constitute the entire agreement between you and Werq concerning the Services. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms. If any provision of these Terms is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

22. General Terms

- We reserve the right to modify, update, or discontinue the Services or any portion of the Services at our sole discretion, at any time, for any or no reason, and without notice or liability to you.
- We may, at our own discretion, provide you with notices, including those regarding changes to the Terms by email, regular mail or communications through the Services. Werq reserves the right to determine the form and means of providing notifications to you, and you agree to receive legal notices electronically if we so choose.

- Use any robot, spider, search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Services;
- Except as otherwise stated in “Third Parties” above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.
- Any failure on Werq’s part to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term.
- These Terms, and any rights or obligations hereunder, are not assignable, transferable or sub-licensable by you except with Werq’s prior written consent, but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void. The section titles in these Terms are for convenience only and have no legal or contractual effect.
- If you have any concerns, questions, or complaints, please contact us at support@werqapp.com.

Business Associate Addendum

This Business Associate Addendum is made by and between you, as a Covered Entity, and Werq, Inc. (“Werq”), as a Business Associate and is incorporated into the Terms of Use governing your use of the Services provided by Werq.

- **Defined Terms.** Unless otherwise indicated below or elsewhere in this Addendum, all capitalized terms shall have the meanings provided in the Werq Terms of Use (the “Terms”) or 45 C.F.R §§ 160.103, 164.103 and 164.501.
 - “Applicable Law” means, together, HIPPA and the HITECH Act.
 - “HIPPA” means the Health Insurance Portability and Accountability Act of 1996 and associated agency regulations promulgated thereunder.
 - “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act (Public Law 111-5) and associated agency regulations and guidance.
 - “Privacy Rule” means 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and E, Standards for Privacy of Individually Identifiable Health Information.
 - “Protected Health Information” or “PHI” means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Werq receives from, or creates, maintains, transmits, or receives on your behalf.
 - “Required by Law” shall have the meaning given to such term at 45 C.F.R. §164.103.
- **Obligations of Werq**
 - **Compliance with Privacy and Security Obligations.** Werq agrees that the requirements of HIPAA and the HITECH Act that relate to privacy and security and are made applicable with respect to Business Associates shall be applicable to Werq with respect to the Services.
 - **Limits on Use and Disclosure.** Except as otherwise limited in this Addendum, Werq may only use or disclose PHI to perform functions, activities, or services for, or on your behalf in

connection with the Services pursuant to the Terms, this Addendum and as permitted or required by Applicable Law. Except as otherwise limited in this Addendum, Werq may also:

- Use PHI for the proper management and administration of Werq or to carry out the legal responsibilities of Werq under the laws of the United States; to de-identify such information in accordance with 45 C.F.R. § 164.514(b); or to provide Data Aggregation services to you as permitted by 45 C.F.R. 164.504(e)(2)(i)(b); and
 - Disclose PHI for the proper management and administration of Werq, provided that disclosures are Required by Law, or Werq obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and that the person will notify Werq of any instances of which it is aware in which the confidentiality of the information may have been breached.
- Minimum Necessary. Any use or disclosure of the PHI will be limited to the minimum PHI necessary for the permitted purpose. Werq shall comply with any guidance issued by the Secretary regarding compliance with the minimum necessary standard.
 - Safeguards. Werq will implement and maintain reasonable and appropriate administrative, physical and technical safeguards to protect the availability, integrity and confidentiality of the PHI as permitted and/or required by HIPAA and the HITECH Act.
 - Reports of Unauthorized Access, Use or Disclosure. Werq shall report to you in writing without unreasonable delay, (i) any use or disclosure of PHI that is not authorized by this Addendum or the Terms including, but not limited to, Security Incidents, and (ii) any Breach of Unsecured Protected Health Information. Werq shall deliver such notice no later than twenty (20) business days after the date on which Werq (or any member of Werq's workforce or agent of Werq except the person(s) responsible for the Breach) became aware, or in the exercise of reasonable diligence should have become aware, of such unauthorized use or disclosure or Breach. Notice of any unauthorized use or disclosure or Breach shall, if known, contain information required to be provided in a notice pursuant to 45 C.F.R. § 164.404. The parties acknowledge and agree that this Section 2(e) constitutes notice by Werq to you of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents for which no additional notice to you shall be required. "Attempted but unsuccessful Security Incidents" include, but are not limited to, pings and other broadcast attacks on Werq's firewall, denials of service, port scans, unsuccessful log-on attempts, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of PHI.
 - Mitigation Procedures. In the event of any improper use and/or disclosure of PHI, Werq shall work, and where practicable you shall work cooperatively with Werq, to implement procedures for mitigating the harmful effects of such improper use and/or disclosure.
 - Access to and Amendment of PHI. Werq does not maintain a Designated Record Set for or on your behalf. In the event a request for access or amendment is delivered directly Werq by an individual, Werq shall forward such request to you. You shall have the sole responsibility to respond to the request.

- Accounting of Disclosures. In accordance with 45 C.F.R. § 164.528, Werq agrees to produce, and maintain for at least six (6) years, a record of any disclosure of the PHI, which record will include, for each disclosure, the date of disclosure, the name and address of the recipient, the name of the individual who is the subject of the PHI (if known), a description of the PHI disclosed (if known), and the reason for disclosure. Upon your request, Werq will make its record of disclosure available to you within the time frame and in the manner permitted and/or required by Applicable Law or as otherwise agreed in writing between you and Werq. In the event the request for an accounting is delivered by an individual directly to Werq, Werq shall forward such request to you. You shall have the sole responsibility to respond to the request.
 - Subcontractors. Werq shall ensure that any subcontractor to whom it provides PHI agrees to the same restrictions and conditions that apply through this Addendum to Werq.
 - Availability of Books and Records. Werq agrees to make its internal practices, books and records relating to its uses or disclosures of the PHI available to the Secretary for purposes of determining compliance with Applicable Law, subject to attorney-client and other applicable privileges.
 - Werq's Performance of Covered Entity's Obligations. To the extent Werq is to carry out one or more of your obligations under the Privacy Rule, at Subpart E of 45 C.F.R. Part 164, Werq will comply with the requirements of the Privacy Rule that apply to you in the performance of such obligations.
- Your Obligations.
 - Notice to Werq. You will notify Werq of any of the following to the extent that they affect Werq's use or disclosure of PHI or its rights and obligations with respect to PHI (i) any limitation in its notice of privacy practices in accordance with 45 C.F.R. § 164.520; (ii) any changes in, or revocation of, permission by an Individual to use or disclose the PHI; and (iii) any restriction on the use or disclosure of PHI that you have agreed to in accordance with 45 C.F.R. §164.522.
 - No Violation of Law. You will not request, direct or cause Werq to use or disclose PHI in a manner that would violate Applicable Law.
- Term and Termination. Unless you and Werq otherwise mutually agree in writing, this Addendum shall become effective on the effective date of the Terms and will automatically terminate upon the termination or expiration of the Terms. Notwithstanding any provisions in this Addendum or the Terms to the contrary, either party may terminate this Addendum and the Terms if it determines that the other party has breached a material term of this Addendum and has not cured such breach within thirty (30) days of receiving notice of the breach from the non-breaching party. Upon termination of the Terms or this Addendum, Werq will return or destroy the PHI, unless required otherwise by Applicable Law. If return or destruction of the PHI is not feasible, Werq will extend the protections of this Addendum until the PHI can be returned or destroyed and this obligation shall survive termination of the Addendum.
- Independent Contractor. In performing the services under this Addendum, Werq will be acting as an independent contractor engaged by you to perform Services under the Terms. Nothing contained in the Terms or this Addendum shall be construed to create a partnership or a joint venture or to authorize Werq to act as a general or special agent, except as specifically set forth in this Addendum or the Terms.

- **Modification of Terms of Use.** This Business Associate Addendum modifies and amends the Terms, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Business Associate Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Terms. Otherwise, the terms and provisions of the Terms shall remain in full force and effect.
- **Miscellaneous Terms.** This Addendum supersedes all prior understandings and agreements, written or oral, between the parties hereto with respect to its subject matter. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits you and Werq to comply with Applicable Law. This Addendum may only be amended by a written instrument signed by the both parties. Nothing in this Addendum is to be construed as conferring any right, remedy or claim on any person or entity other than you, Werq, and their respective successors and assigns. This Addendum may only be assigned by a party in accordance with the assignment provision of the Terms. This Addendum will be governed by the governing law set forth in the Terms. Any notice to be provided under this Addendum must be provided in accordance with the notice provisions of the Terms, and any action brought under this Addendum must be brought in accordance the Terms. The section titles used in this Addendum are not intended to affect the interpretation of any provision and are provided for your convenience only. Any and all references in this Addendum to a statute or regulation mean the section as in effect or as amended. The unenforceability of any provision in this Addendum will not affect the enforceability of any other provision. The waiver of any right or obligation under this Addendum will not be deemed to be a continuing waiver or the waiver of another right or obligation. All waivers must be in writing signed by both you and Werq.



Built by a team of international doctors, health
New York City. Mumbai. Parma.

Holler at us: support@werq.com

Tel: 347-903-4966

33 Irving Pl, New York, NY 10003

Important Links

Business Associate Agreement < <https://werq.com/business-associate-agreement>

Privacy Policy < <https://werq.com/privacy-policy>

Terms of Service < <https://werq.com/terms-of-service>

