

ACCEPTANCE AND USE OF MCORE SYSTEM

Acceptance of Terms

1. By accessing or using the MCORE healthcare software system website ("MCORE System"), User agrees to be bound by these Terms and Conditions, which constitute a legally binding agreement between User and innermark, inc. ("innermark").
2. If User does not agree to these Terms and Conditions, User must immediately discontinue access to and use of the MCORE System.

Authorized Use

1. User shall use the MCORE System solely for legitimate healthcare purposes related to reviewing claims, payments, and other documentation in accordance with all applicable laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
2. User shall ensure that only authorized personnel with a legitimate need to access the MCORE System are granted access credentials, and shall immediately notify innermark of any unauthorized access or security breach.

HIPAA AND PROTECTED HEALTH INFORMATION SAFEGUARDS

1. PROTECTED HEALTH INFORMATION PROTECTION AND COMPLIANCE

1.1 User Obligations Regarding PHI

1.1. 1 User acknowledges that in using the MCORE system, Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations may be processed, stored, or transmitted through the system.

1.1. 2 User shall be solely responsible for obtaining all necessary consents, authorizations, and permissions from patients prior to entering any PHI into the MCORE system, and shall maintain documentation of such consents as required by HIPAA.

1.1.3 User represents and warrants that it will only input the minimum necessary PHI required for legitimate healthcare purposes into the MCORE system, and will restrict access to PHI to authorized personnel only.

1.2 Limitations on Use and Disclosure

1.2.1 User shall keep all PHI confidential and shall not use or disclose PHI except as necessary to carry out the purpose for which the MCORE system is being used, as permitted by HIPAA and applicable law or regulation.

1.2.2 User shall implement and maintain appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI in accordance with HIPAA requirements.

1.3 Breach Notification and Remediation

1.3.1 User shall immediately notify innermark, Inc. (“innermark”) of any actual or suspected unauthorized use, disclosure, or breach of PHI within the MCORE system, and shall cooperate fully with innermark in investigating and remediating such incidents.

1.3.2 User shall be responsible for all breach notification requirements under HIPAA and applicable state law resulting from User's actions or omissions.

1.4 Indemnification and Liability

1.4.1 User shall indemnify, defend, and hold harmless innermark from and against any and all claims, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising from or relating to: (i) User's breach of these Terms and Conditions; (ii) User's violation of HIPAA or any other applicable law or regulation concerning PHI; (iii) User's improper use of the MCORE system; or (iv) any negligent act or omission by User or its personnel in connection with PHI.

1.4.2 User acknowledges that the MCORE system is a tool to assist User in its HIPAA compliance efforts, but does not guarantee compliance. innermark shall not be liable for any HIPAA violations, data breaches, or unauthorized disclosures of PHI that occur due to User's actions, omissions, or failure to properly use the MCORE system in accordance with innermark's

instructions and documentation.

1.5 Governing Law and Jurisdiction

1.5.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law principles. Any dispute arising under or relating to these Terms and Conditions shall be resolved exclusively in the state or federal courts located in California.