**IF THIS IS A MEDICAL EMERGENCY OR CRISIS SITUATION, DIAL 9-1-1 IMMEDIATELY.**

**PremiumDoc
TERMS OF USE**

These Terms of Use were last updated: **[DATE]**

**Carefully read these terms and conditions of use (“Terms of Use”) as they govern your access to and use of Rad2U Inc. D/B/A PremiumDoc (“PremiumDoc”, “we,” “us,” and “our”) Platform. Your acceptance of, and compliance with, these Terms of Use is a condition to your use of the following:**

* <http://www.premiumdoc.com/> (our “**Website**”); and
* The appointment scheduling services (“**Services**”) made available through our Website.

The non-medical business support services and our Website are collectively referred to as our “**Platform**.”

**By clicking “Accept,” you acknowledge that you have read in its entirety, understand, and fully accept all terms and conditions contained in these Terms of Use and our Privacy Policy. If you do not agree to be bound by these Terms of Use and our Privacy Policy, you are not authorized to access or use our Platform and/or the Services; PROMPTLY EXIT THIS WEBSITE.**

**Binding Arbitration.** These Terms of Use provide that all disputes between you and PremiumDoc that in any way relate to these Terms of Use, the Platform, and/or the Services will be resolved by BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights under these Terms of Use. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review Dispute Resolution; Arbitration Agreement for the details regarding your agreement to arbitrate any disputes with PremiumDoc.

1. SERVICES PROVIDED – NO MEDICAL CARE OR ADVICE

PremiumDoc is not a medical group and does not provide medical advice, care, or treatment. PremiumDoc enables users to request and schedule appointments with independent, third-party physicians and licensed healthcare providers (each, a “Provider”). These Providers operate independently and are not employed by, affiliated with, or supervised by PremiumDoc. PremiumDoc does not own or operate any medical practices and does not control or influence the clinical judgment of any Provider. Any professional medical services you receive are provided solely by the Provider with whom you schedule an appointment, subject to that Provider’s terms and HIPAA Notice of Privacy Practices. PremiumDoc is not a provider of medical care, and no doctor-patient relationship is created with PremiumDoc.

For purposes of these Terms of Use, the services provided by PremiumDoc, limited to facilitating appointment scheduling and related administrative communications, are referred to as the “Services.”

2. NOT FOR EMERGENCIES

Our Platform and the Services are not for medical emergencies or urgent situations. You should not disregard or delay seeking medical advice based on anything that appears or does not appear on our Platform. **If you believe you are experiencing an emergency, call 9-1-1 immediately.**

You should seek emergency help or follow up care when recommended by a Provider or when otherwise needed. You should continue to consult with your primary provider and other healthcare professionals as recommended. Always seek the advice of a physician or other qualified healthcare provider concerning questions you have regarding a medical condition and before stopping, starting, or modifying any treatment.

3. PRIVACY PRACTICES

You agree that information provided by you in connection with the Platform and the Services shall be governed by the Privacy Policy, which is hereby incorporated and made part of these Terms of Use.

4. NOT AN INSURANCE PRODUCT

We are not an insurer, nor do we offer an insurance plan or product. The amounts you pay to us for any Services obtained through the Platform are not insurance premiums. If you desire any type of health or other insurance, you will need to purchase such insurance separately.

5. OWNERSHIP OF THE PLATFORM

The Platform contains confidential and proprietary information, materials, data, databases, contents, processes, methodologies, know-how, software, text, displays, images, video, audio, trademarks, logos, service marks, features and functionality, and the design, selection and arrangement thereof, are owned by PremiumDoc, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade dress, trade secret and other intellectual property or proprietary rights laws (collectively, the “**Content**”).

These Terms of Use permit you to use the Platform for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Platform, including but not limited to Content, except: (a) your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials; (b) you may store files that are automatically cached by your Web browser for display enhancement purposes; and (c) you may print or download one copy of a reasonable number of pages of the Platform for your own personal, non-commercial use and not for further reproduction, publication or distribution.

You must not: (x) modify copies of any materials from the Platform or received through the Services; (y) use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text; or (z) delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Platform.

You may not frame or utilize framing techniques to enclose, or deep linking to, any name, trademarks, service marks, logo, content, or other proprietary information (including, without limitation, images, text, page layout, or form) of PremiumDoc without our express written consent.

You must not access or use any part of the Platform or any services or materials available through the Platform for outsourcing for others or as part of a service bureau business so otherwise for the benefit of unaffiliated third parties who pay directly for its benefit or for other similar commercial purposes, or otherwise exploited for any commercial purpose without express written consent of PremiumDoc.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms of Use, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by PremiumDoc. Any use of the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

6. AVAILABILITY OF SERVICES

PremiumDoc operates subject to state and federal regulations, and the Platform may not be available in your state. You represent that you are not a person barred from accessing the Platform, or enrolling in or receiving the Services under the laws of the United States or other applicable jurisdictions in which you may be located. Access to and use of the Platform is limited exclusively to users located in states within the United States where the Platform is available. Services are not available to users located outside the United States. Accessing the Platform from jurisdictions where content is illegal, or where we do not offer the Platform, is prohibited.

7. ACCESS TO PLATFORM, SECURITY, AND RESTRICTIONS; PASSWORDS

You are prohibited from violating or attempting to violate the security of the Platform, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; or (b) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Platform or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law.

Except for ADA accessibility purposes, you may not use any scraper, crawler, spider, robot, or other automated means of any kind to access or copy data on the Platform, deep-link to any feature or content on the Platform, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Platform. The Platform has several accessibility options to enable use of our Platform for everyone regardless of their circumstances. In the event our ADA accessibility options are not sufficient, and your particular circumstances require using Automated Action on the Platform, please contact us through the contact information below.

Violations of system or network security may result in civil or criminal liability. PremiumDoc will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working order or manner of the Platform or any activity being conducted on the Platform.

In the event access to the Platform or a portion thereof is limited requiring a user ID and password (“**Protected Areas**”), you agree to access Protected Areas using only your user ID and password as provided to you by us. You agree to protect the confidentiality of your user ID and password, and not to share or disclose your user ID or password to any third party. You agree that you are fully responsible for all activity occurring under your user ID. Your access to the Platform may be revoked by PremiumDoc at any time with or without cause. You agree to defend, indemnify, and hold PremiumDoc harmless from and against all third-party claims, damages, and expenses (including reasonable attorneys’ fees) against or incurred by arising out of your breach of these Terms of Use or violation of applicable law, your use or access of the Platform, or access by anyone accessing the Platform using your user ID and password.

PremiumDoc may de-identify your information such that it is no longer considered protected health information or personally identifiable information. PremiumDoc may use, aggregate, sell, or otherwise disclose such de-identified information to third parties for analytics, research, or any other purpose permitted by applicable law.

8. NO USERS UNDER 18 YEARS OLD WITHOUT PARENTAL CONSENT

In order to access the Platform, you represent and warrant that you are at least 18 years old or older. If you are under 18 years of age, you must get permission from your parents or legal guardian before using our Platform. If you are under the age of 18, do not use or provide any information on or to the Platform or through any of its features without the consent of your parent or legal guardian.

If we learn we have collected or received Personal Information from a child under the age of 18 without verification of parental consent, we will delete it. If you believe we have collected personal information from someone under the age of 18, please contact us using the contact information below.

9. YOUR ACCOUNT

You agree to: (a) provide true, accurate, current, and complete information when registering to use the Platform and establishing your account (“**Registration Information**”) and (b) maintain and promptly update the Registration Information to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, we may suspend or terminate your account. You are entirely responsible for maintaining the confidentiality of any passwords and any usage and activities that occur in connection with your account. You agree not to allow others to access your account or utilize your password. Doing so will compromise the security of your account.

10. ACCURACY AND INTEGRITY OF INFORMATION

Although we attempt to ensure the integrity and accuracy of the Platform, we make no representations, warranties, or guarantees whatsoever as to the correctness or accuracy of the Platform and Content thereon. It is possible that the Platform could include typographical errors, inaccuracies, or other errors, and that unauthorized additions, deletions, and alterations could be made to the Platform by third parties. In the event that an inaccuracy arises, please inform us so that it can be corrected. We reserve the right to unilaterally correct any inaccuracies on the Platform without notice. Information contained on the Platform may be changed or updated without notice. Additionally, PremiumDoc shall have no responsibility or liability for information or Content posted to the Platform from any unaffiliated third party.

11. Scheduling Errors and Incorrect Pricing

In the event that a scheduled Service is listed with incorrect pricing or availability due to typographical error, system error, or inaccurate information received from our business partners or providers, we reserve the right to cancel or modify the appointment. This applies regardless of whether the appointment has been confirmed or payment has been processed. If your payment has already been charged and the appointment is canceled due to such an error, we will promptly issue a full refund to your original payment method.

12. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

To file a notice of infringement with us, please provide the following information to the PremiumDoc designated copyright agent listed below:

1. A description of the copyrighted work or other intellectual property that you claim has been infringed.
2. A description of the material that you claim is infringing the copyrighted work listed in part (1).
3. An address, telephone number, and an email address where the alleged infringing party can contact you.
4. The following statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."
5. The following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
6. Your electronic or physical signature.

PremiumDoc has registered a designated agent with the Copyright Office pursuant to 17 U.S.C. 512(c). Please send notifications of infringement and counter notifications to the designated agent at:

ATTN: Copyright Agent

[Name]

[Address]

[Phone]

[E-mail Address]

13. ONLINE PAYMENTS

You may pay for PremiumDoc’s Services through the Platform using our third-party payment processor, Stripe. PremiumDoc collects payments only for its own administrative and scheduling Services.

If you schedule an appointment with a Provider through the Platform, you may be required to submit payment for that Provider’s services separately. PremiumDoc does not collect or process payments for any medical treatment or other clinical services provided by Providers. Any such payments are handled directly by the Provider. If you have questions about charges for medical services, you should contact the Provider directly.

We accept payment cards issued by U.S. banks. If a payment card account is used for a transaction, we may obtain a pre-authorization for an amount up to the total payment amount. If you enroll in automatic recurring payments, all charges and fees will be billed to the payment card you designate during the setup process. If you wish to designate a different payment card, or if your payment information changes, you must update your information through your account. This may temporarily delay your ability to make online payments while we verify your new payment information.

You represent and warrant that, if you are making online payments: (a) any payment card and bank account information you provide is true, correct, and complete; (b) charges incurred by you will be honored by your payment card company or bank; (c) you will pay all charges incurred by you in the amounts posted, including any applicable taxes; and (d) you are the person in whose name the card was issued and are authorized to make purchases or other transactions using the payment method provided.

If we are unable to secure funds from the payment method you provide for any reason, including insufficient funds in the payment method or insufficient or inaccurate information provided by you when submitting electronic payment, we may undertake further collection action, including application of fees to the extent permitted by law. You acknowledge and agree that you will not dispute any charges from PremiumDoc or our third-party payment processor with the payment method provider, provided the transactions correspond to the terms indicated in these Terms of Use.

14. PAYMENT ACCEPTANCE

We reserve the right, at our sole discretion, to refuse or cancel any order for Services. Your account may also be restricted or terminated for any reason, at our sole discretion. For your convenience, you will not be charged until your payment method is authorized, and the purchase information is verified for accuracy.

Some situations that may result in your payment being canceled include inaccuracies or errors in pricing information, or problems identified by our credit and fraud avoidance department. We may also require additional verifications or information before accepting any payment. We will contact you if your payment is canceled or if additional information is required to accept your payment. If your payment is canceled after your payment card (or other payment account) has been charged, we will issue a credit to your payment card (or other applicable payment account) in the amount of the charge.

15. LINKS TO OTHER WEBSITES

We make no representations whatsoever about any other website that you may access through the Platform. When you access a non-PremiumDoc website, please understand that it is independent from us, and that we have no control over the content on that website. In addition, a link to a non-PremiumDoc website does not mean that we endorse or accept any responsibility for the content, or the use, of the linked website. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third-party websites linked to the Platform, you do this entirely at your own risk.

16. CONSENT TO RECEIVE CALLS, TEXT MESSAGES, AND AUDIO AND/OR VIDEO RECORDING

By providing your mobile number, you are agreeing to be contacted by or on behalf of PremiumDoc at the mobile number you have provided, including calls and text messages, to receive informational, Services related (e.g., reminders, etc.) messages and communications relating to the Platform. Message and data rates may apply. **To stop receiving text messages text a reply to us with the word STOP.** We may confirm your opt-out by text message. If you subscribe to multiple types of text messages from us, we may unsubscribe you from the service that most recently sent you a message or respond to your STOP message by texting you a request to identify services you wish to stop. Please note, that by withdrawing your consent, some of the functions provided by the Platform may no longer be available to you. Keep in mind that if you stop receiving text messages from us you may not receive important and helpful information and reminders about your services.

17. ELECTRONIC COMMUNICATIONS

When you use the Platform, or send e-mails, messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically. You agree that (a) all agreements and consents can be signed electronically and (b) all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notices and other communications be in writing. PremiumDoc may request further information from you, and you agree to provide such further information to ensure that you have not fraudulently used the Platform. If you do not provide this information in the manner requested within fourteen (14) days of the request, we reserve the right to suspend, discontinue, or deny your access to and use of our Platform until you provide the information to us as requested.

18. SUPPLEMENTAL TERMS APPLICABLE TO PROVIDERS

These supplemental terms apply to Providers in addition to the other provisions of these Terms of Use. In the event of a conflict between the supplemental terms and any other terms herein, the supplemental terms shall prevail.

To be a healthcare provider using the Platform or an employee or contractor of a healthcare provider (for purposes of this Section, “Provider” or “you”), you, or the healthcare provider you work for, must be a licensed physician, nurse practitioner, or healthcare professional contracted or employed by the medical group, and must agree to comply with all laws, medical board rules, and other rules and regulations applicable to you as a Provider or otherwise. Your relationship with the PremiumDoc users is directly between you and the patient. The PremiumDoc user will never have a physician-patient relationship with PremiumDoc. PremiumDoc does not practice medicine and offers no medical services. As set forth more fully below, Provider is solely responsible for all agreements, consents, notices, and other interactions with patients and other consumers. Without limiting the generality of the foregoing, Provider is responsible for all billings and collections from patients and other consumers related to their clinical care and treatment, and PremiumDoc shall have no liability whatsoever to Provider with respect to any amounts owed by any patient or other consumer to Provider.

We do not provide any medical advice, legal advice, or representations in any way regarding any legal or medical issues associated with Provider, goods, or services offered by Provider, including but not limited to any compliance obligations or steps necessary to comply with any state or federal laws and regulations. Provider should seek legal counsel regarding any legal and compliance issues and should not rely on any materials or content associated with the Platform in determining Provider’s compliance obligations under the law. Provider and PremiumDoc agree that PremiumDoc is not providing to customers, patients, or anyone else, medical advice, or legal advice. **THE PLATFORM IS NOT MEANT TO SUBSTITUTE OR MODIFY YOUR PROFESSIONAL JUDGMENT IN ANY WAY.**

Provider will use the Platform only in accordance with applicable standards of good medical practice. While software products such as the Platform can facilitate and improve the access to services that Provider can offer patients, many factors, including but not limited to the provider/patient relationship, can affect a patient’s outcome, and with intricate and interdependent technologies and complex decision-making, it is often difficult or impossible to accurately determine what the factors were and in what proportion they affected an outcome. Provider shall be solely responsible for its use of the Platform and the provision of medical services to Provider’s patients. In this regard, Provider releases PremiumDoc and waives any and all potential claims against PremiumDoc as a result of Provider’s use of the Platform.

As a result of the complexities and uncertainties inherent in the patient care process, Provider agrees to defend, indemnify, and hold PremiumDoc harmless from any claim by or on behalf of any patient of Provider, or by or on behalf of any other third party or person claiming damage by virtue of a familial or financial relationship with such a patient, which is brought against PremiumDoc, regardless of the cause if such claim arises for any reason whatsoever, out of Provider’s use or operation of the Platform. To the extent applicable, Provider will obtain PremiumDoc’s prior written consent to any settlement or judgment in which Provider agrees to any finding of fault of PremiumDoc or defect in the Platform. PremiumDoc will promptly notify Provider in writing of any claim subject to this indemnification, promptly provide Provider with the information reasonably required for the defense of the same, and grant to Provider exclusive control over its defense and settlement.

19. NO THIRD-PARTY RIGHTS

Unless expressly stated in these Terms of Use, nothing herein is intended to confer any rights, obligations, duties, or remedies, on any person other than you, PremiumDoc and their affiliates. Nothing in the Terms of Use is intended to relieve or discharge the obligation or liability of any third persons to you, PremiumDoc and its affiliates, nor shall any provision give any third parties any right of subrogation or action over against you, PremiumDoc and its affiliates.

20. DISPUTE RESOLUTION; ARBITRATION AGREEMENT

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS. YOU AGREE THAT BY USING THE PLATFORM, YOU AND PREMIUMDOC ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. YOU AND PREMIUMDOC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

You and PremiumDoc agree that all claims and disputes arising from or relating in any way to the subject matter of these Terms and Conditions, your use of our Platform, or your and PremiumDoc’s dealings with one another in connection with our Platform, shall be finally settled and resolved through BINDING INDIVIDUAL ARBITRATION as described in this section. This agreement to arbitrate is intended to be interpreted broadly. The arbitration will be administered by the Judicial Arbitration and Mediation Services, Inc. (“**JAMS**”) under the JAMS Comprehensive Arbitration Rules and Procedures then in effect, except as modified by this section. The Comprehensive Arbitration Rules and Procedures are available online at jamsadr.com/rules-comprehensive-arbitration/. You agree that, by agreeing to these Terms and Conditions, the Federal Arbitration Act (“**FAA**”) will govern the interpretation and enforcement of this section.

There is no judge or jury in arbitration. Arbitration procedures are simpler and more limited than rules applicable in court and review by a court is limited. Neither you nor PremiumDoc will be able to have a court or jury trial or participate in a class action or class arbitration. You and PremiumDoc each further understand and agree that by agreeing to resolve any dispute through individual arbitration:

YOU AND PREMIUMDOC ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL. ANY DISPUTE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE THE CLAIMS OF MULTIPLE PARTIES.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS AND CONDITIONS, YOUR USE OF OUR PLATFORM, OR YOUR AND PREMIUMDOC DEALINGS WITH ONE ANOTHER IN CONNECTION WITH OUR PLATFORM MUST BE COMMENCED IN ARBITRATION WITHIN TWO YEARS AFTER THE CAUSE OF ACTION ACCRUES. AFTER SUCH TWO-YEAR PERIOD, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

You and PremiumDoc agree that all challenges to the validity and applicability of the arbitration provision (i.e., whether a particular claim or dispute is subject to arbitration) shall be determined by the arbitrator. Notwithstanding any provision in these Terms and Conditions to the contrary, if the class action waiver above is deemed invalid or unenforceable, neither you nor PremiumDoc will be entitled to arbitration. If the arbitration provision in this section is found unenforceable or to be not applicable for a given dispute, then the proceeding must be brought exclusively in the state and federal courts of competent jurisdiction located in Pinellas, Florida, and you agree to submit to the personal jurisdiction of each of these courts for the purpose of litigating such claims or disputes, and you still waive your right to a jury trial, waive your right to initiate or proceed in a class or collective action, and remain bound by all limitations on liability and damages included in these Terms and Conditions. This arbitration provision will survive termination of your use of our Platform. This arbitration provision involves interstate commerce and, therefore, shall be governed by the FAA, and not by state law. Information on JAMS, how to start arbitration, and a description of the arbitration process can be found at [www.jamsadr.com](http://www.jamsadr.com).

If you wish to opt-out of the agreement to arbitrate, within thirty (30) days after you first use our Platform or submit through our Platform a request for information, you must provide your individual, personally signed notice of your intention to opt out to PremiumDoc by email at [EMAIL ADDRESS].

If you opt out of the arbitration provision, you agree to litigate exclusively in the state or federal courts of competent jurisdiction located in Pinellas, Florida, and you agree to submit to the personal jurisdiction of each of these courts for the purpose of litigating such claims or disputes, and you still waive your right to a jury trial, waive your right to initiate or proceed in a class or collective action, and remain bound by all limitations on liability and damages included in these Terms and Conditions.

21. INDEMNIFICATION

You agree to defend, indemnify, and hold PremiumDoc and any affiliates harmless from and against any and all rights, demands, losses, liabilities, damages, claims, causes of action, actions, and suits (no matter whether at law or equity), fees, costs, and attorney’s fees of any kind whatsoever arising directly or indirectly out of or in connection with: (a) your use or misuse of the Platform, Services, or any information posted on the Platform; (b) your breach of the Terms of Use or Privacy Policy; (c) the content or subject matter of any information you provide to PremiumDoc; or (d) any negligent or wrongful act or omission by you in your use or misuse of the Platform, Services, or any information on the Platform, including without limitation, infringement of third party intellectual property rights, privacy rights, or negligent or wrongful conduct.

22. DISCLAIMER OF WARRANTIES

PREMIUMDOC DOES NOT WARRANT THAT ACCESS TO OR USE OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE PLATFORM WILL BE CORRECTED. THE PLATFORM, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SERVICE RELATED TO THE PLATFORM, IS PROVIDED "**AS IS**," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. PREMIUMDOC DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE PLATFORM.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE PLATFORM, PLATFORM-RELATED SERVICES, SERVICES, AND LINKED WEBSITES. PREMIUMDOC DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

WARRANTIES RELATING TO SERVICES OFFERED, SOLD, AND DISTRIBUTED BY PREMIUMDOC ARE SUBJECT TO SEPARATE WARRANTY TERMS AND CONDITIONS, IF ANY, PROVIDED WITH OR IN CONNECTION WITH THE APPLICABLE SERVICES.

23. LIMITATION OF LIABILITY REGARDING USE OF PLATFORM AND SERVICES

PREMIUMDOC AND ANY THIRD PARTIES MENTIONED ON THIS PLATFORM ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE PLATFORM, PLATFORM-RELATED SERVICES, SERVICE, CONTENT, OR INFORMATION CONTAINED WITHIN THE PLATFORM, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PLATFORM, PLATFORM-RELATED SERVICES, SERVICES, AND/OR LINKED WEBSITES IS TO STOP USING THE PLATFORM AND/OR THOSE SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM AGGREGATE LIABILITY OF PREMIUMDOC TO YOU WITH RESPECT TO YOUR USE OF THE PLATFORM AND SERVICES IS $500 (FIVE HUNDRED DOLLARS).

24. FORCE MAJEURE

We will not be deemed to be in breach of these terms or liable or deemed to have defaulted for any breach of these Terms of Use or our Privacy Policy for any failure or delay in fulfilling or performing any term of these Terms of Use, when and to the extent such failure or delay is caused by or results from acts beyond our reasonable control, including, without limitation, the following force majeure events (“**Force Majeure Event(s)**”): (a) acts of God; (b) flood, fire, earthquake, explosion, pandemic, or epidemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) other events beyond the reasonable control of PremiumDoc. We will do our best to communicate with you and to provide notice within thirty (30) days of the Force Majeure Event, stating the period of time the occurrence is expected to continue. We shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. PremiumDoc shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

25. COPYRIGHT & TRADEMARK INFORMATION

The PremiumDoc name, the PremiumDoc logo and all related names, logos, product and service names, designs and slogans are trademarks of PremiumDoc or its affiliates or licensors. You must not use such marks without the prior written permission of PremiumDoc. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

26. REVISIONS; GENERAL

PremiumDoc reserves the right, in its sole discretion, to terminate your access to all or part of the Platform, with or without cause, and with or without notice. In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. These Terms of Use constitute the entire agreement between PremiumDoc and you pertaining to the subject matter hereof. In its sole discretion, PremiumDoc may from time-to-time revise these Terms of Use by updating this posting. You should, therefore, periodically visit this page to review the current Terms of Use, so you are aware of any such revisions to which you are bound. Your continued use of the Platform after revisions to these Terms of Use shall constitute your agreement to the revised Terms of Use. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within the Platform.

27. CONTACT US

If you have any questions, concerns, complaints or suggestions regarding our Terms of Use or otherwise need to contact us, you may contact us at the contact information below:

**PremiumDoc**

402 Buttonwood Lane

Largo, FL, 33770

617-669-9794
[INSERT EMAIL]