

## ACPlus™ Terms Of Use

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### **2. App Access, Security and Restrictions; Passwords**

ACPL grants you a revocable, nontransferable (except as provided below), personal, nonexclusive license to use the object code version of the App for use on your mobile device. You may not install or use the App on a device that you do not own or control.

You are prohibited from violating or attempting to violate the security of the App, 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 App or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law.

Violations of system or network security may result in civil or criminal liability. ACPL 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 of this App or any activity being conducted on this App.

In the event access to the App 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 ACPL. 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 App may be revoked by ACPL at any time with or without cause. You agree to defend, indemnify and hold ACPL harmless from and against all third party claims, damages and expenses (including reasonable attorneys' fees) against or incurred by ACPL arising out of your breach of these Terms of Use or violation of applicable law, your use or access of the App, or access by anyone accessing the App using your user ID and password.

**3. Limitations On License.** The license granted to you in this Agreement is restricted as follows:

- **Limitations on Copying and Distribution.** You may not copy or distribute the App except to the extent that copying is necessary to use the App for purposes set forth herein.
- **Limitations on Reverse Engineering and Modification; APIs.** You may not (i) access or use the application programming interfaces ("APIs") for any purpose other than your licensed use of the App or (ii) reverse engineer, decompile, disassemble, modify or create works derivative of the App, except to the extent expressly permitted by applicable law.
- **Sublicense, Rental and Third Party Use.** You may not assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the App, or directly or indirectly permit any third party to copy and install the App on a device not owned and controlled by you.
- **Proprietary Notices.** You may not remove any proprietary notices (*e.g.*, copyright and trademark notices) from the App or its documentation.
- **Use in Accordance with Documentation.** All use of the App must be in accordance with its then current documentation, if any, provided with the App or made available on the ACPL website.
- **Compliance with Applicable Law.** You are solely responsible for ensuring your use of the App is in compliance with all applicable foreign, federal, state and local laws, and rules and regulations.

**4. Online Services Associated with the App.** The App may be used to access certain online services. In some cases, you will not receive a separate notice when the App connects to those services. Using the App constitutes your consent to the transmission of standard device information (including, but not limited to, technical information about your device, system, and application software) to those services. Your use of those services may be governed by additional terms and conditions. Using the online services will constitute your acceptance of and agreement to be bound by those additional terms and conditions, if any. You may not use any online services in any way that could harm those services, disrupt their operation, or impair any other user's use of those services or the wireless network through which they are accessed. You may not use the online services to gain unauthorized access to or use of any service, data, account, or network by any means.

## **5. No Medical Care or Advice by ACPL**

The App, and the contents and information therein or available through the App, are for informational purposes only and do not constitute professional medical advice, diagnosis, treatment or recommendations of any kind. Users of the App are responsible for exercising their own medical discretion and judgment when using the App. Reliance on any information available in or through the App is solely at your own risk.

## **6. Accuracy and Integrity of Information; Third Party Information**

Although ACPL attempts to ensure the integrity and accuracy of the App, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the App and Content therein, including without limitation, electronic health records, electronic medical records and other patient information made available through the APP. It is possible that the App could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the App by third parties. In the event that an inaccuracy arises, please inform ACPL so that it can be corrected. ACPL reserves the right to unilaterally correct any inaccuracies on the App without notice. Information contained on the App may be changed or updated without notice. **Additionally, ACPL shall have no responsibility or liability for information in the App or Content transmitted to or through the App from third-party health care providers or any other third parties.**

**7. App Support; Functionality.** All questions and requests relating to App support must be directed to ACPL. The Third Parties, as defined in Section 12, are not responsible for providing support for the App and may not be contacted for support. We may change or remove functionality and other features of the App at any time, without notice.

## **8. User Provided Content, Reviews, Feedback and other Postings to the App**

If you submit, upload or post any comments, ideas, suggestions, information, files, videos, images or other materials to us or our App ("**User Provided Content**"), you agree not to provide any User Provided Content that (1) is defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets or intellectual property rights of any person or entity, or (3) contains or transmits a virus or any other harmful component. You agree not to contact other App users through unsolicited e-mail, telephone calls, mailings or any other method of communication. You represent and warrant to ACPL that you have the legal right and authorization to provide all User Provided Content to ACPL for the purposes and ACPL's use as set forth herein. ACPL shall have a royalty-free, irrevocable, transferable right and license to use the User Provided Content in whatever manner ACPL desires, including without limitation, to copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such User Provided Content and/or incorporate such User Provided Content into any form, medium or technology throughout the world. ACPL is and shall be under no obligation (1) to maintain any User Provided Content in

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You agree to defend, indemnify and hold ACPL harmless from and against all third party claims, damages and expenses (including reasonable attorneys' fees) against or incurred by ACPL arising out of any User Provided Content you post or allow to be posted to the App.

**9. Modified Devices and Operating Systems.** ACPL will have no liability for errors, unreliable operation, or other issues resulting from use of the App on or in connection with rooted or jail broken devices or use on any mobile device that is not in conformance with the manufacturer's original specifications, including use of modified versions of the operating system (collectively, "**Modified Devices**"). Use of the App on Modified Devices will be at your sole and exclusive risk and liability.

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You agree to apply with all applicable Third Party terms and conditions, which shall take precedence over this Agreement. In the event of any claim that the App or your possession and use of the App infringes a third party's intellectual property rights, the Third Parties are not responsible for the investigation, defense, settlement, or discharge of the infringement claim. The Third Parties are third party beneficiaries to this Agreement, and shall have the right to enforce the terms of this Agreement against you as third-party beneficiaries.

### **13. Revisions; General**

ACPL reserves the right, in its sole discretion, to terminate your access to all or part of this App, 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 ACPL and you pertaining to the subject matter hereof. In its sole discretion, ACPL 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 App 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 this App.

### **14. Dispute Resolution.**

In the event of any dispute or claim relating to the App or these Terms of Use, you agree to resolution of such dispute in the state or federal courts located in and for Washoe County, Nevada in accordance with Nevada law.

### **15. Contact Information.** ACPL's contact information is as follows:

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