

IPMEDICA TERMS AND CONDITIONS

PLEASE REVIEW THESE TERMS AND CONDITIONS CAREFULLY. IF YOU DISAGREE WITH ANY OF THE TERMS DETAILED BELOW, PLEASE CONTACT IPMEDICA IMMEDIATELY AT 201-961-1230 OR WRITE TO US AT 3 PEARL COURT, SUITE A, ALLENDALE, NJ 07401. CONTINUING USE OF THE SERVICE, PAYMENT OF THIS INVOICE OR FAILURE TO NOTIFY IPMEDICA IN WRITING WITHIN 14-DAYS OF RECEIPT, SHALL INDICATE CLIENTS ACCEPTANCE OF THE TERMS AND CONDITIONS HEREIN.

In this Notice Agreement, the party who has contracted to receive services will be referred to as "Client" or "You" and the party who provides the services will be referred to as "ipMedica" or "We".

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR

BILL. If you think your bill is wrong, or if you need more information about the charges listed, please call us immediately. IpMedica disclaims responsibility for any error in, or improper charge to, your account as described unless informed in writing within 14-days of the delivery, mailing or availability of your invoice.

WARRANTY. IpMedica shall provide its transcription and related services (collectively the "Services") in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in ipMedica's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to ipMedica on similar projects. Client understands that the quality of transcriptions may vary due to many conditions outside of ipMedica's control including, but not limited to, noisy communication lines, variability in the quality of Clients dictation, etc. While ipMedica will use reasonable care in providing Services, Client agrees that is not possible or reasonable to expect 100% accuracy in providing these Services.

IT IS THE CLIENTS EXPRESS RESPONSIBILITY TO REVIEW ALL TRANSCRIPTION PROVIDED BY IPMEDICA TO CLIENT FOR ERRORS AND OMISSIONS IN A TIMELY MANNER. CLIENT EXPRESSLY AGREES THAT USE OF THE SERVICES IS AT CLIENTS SOLE RISK. NEITHER IPMEDICA NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, EMPLOYEES, DISTRIBUTORS OR AGENTS WARRANT THAT THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE NOR DOES IPMEDICA OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, EMPLOYEES, DISTRIBUTORS OR AGENTS MAKE ANY WARRANTY OR CONDITION AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICES. THE SERVICES ARE DISTRIBUTED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. ALL SUCH WARRANTIES AND CONDITIONS BEING EXPRESSLY DISCLAIMED, NEITHER IPMEDICA NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, EMPLOYEES, DISTRIBUTORS OR AGENTS SHALL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY CLIENT OR ANY OTHER PARTY AS A RESULT OF THE USE OF, INABILITY TO USE, ERROR OR OMISSION OF THE SERVICES, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT EXPRESSLY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL SERVICES

AVAILABLE THROUGH IPMEDICA. CLIENT AGREES THAT CLIENT WILL NOT IN ANY WAY HOLD IPMEDICA RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF THIRD PARTIES IN CONNECTION WITH THE SERVICES (INCLUDING THOSE WITH WHOM IPMEDICA MAY CONTRACT TO OPERATE VARIOUS ASPECTS OF THE SERVICES).

LIMITATION OF LIABILITY. IpMedica does not assume responsibility for malfunctions in communications facilities, Client-owned hardware or software not under our control that may affect the accuracy or timeliness of messages or information Client sends to ipMedica or ipMedica sends to Client or for errors or omissions in ipMedica transcription or other Services. In the event that a court should hold that the limitations of liabilities or remedies available as set forth herein, or any portions thereof, are unenforceable for any reason, or that any of Clients remedies fail of their essential purpose, Client expressly agree that under no circumstances shall ipMedica's total liability to Client or any party claiming by, through or under Client for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence or strict liability, in the aggregate, exceed \$1,000 (U.S.). Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states liability is limited to the extent permitted by law. Client acknowledges and agrees that ipMedica cannot control the manner in which and the purpose for which Client may use the Services, and that the allocation of risks under this business relationship are reasonable and appropriate under the circumstances.

CLIENTS INDEMNIFICATION. To the extent permitted by law, Client agrees to indemnify, hold harmless, and defend ipMedica from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which ipMedica may suffer or incur in connection with Clients use or misuse of the Services, except in cases of ipMedica's willful gross negligence.

PAYMENT TERMS. Client understands that ipMedica's payment terms for invoices are generally "Due Upon Receipt". Unless prior written arrangement is made with ipMedica, any payments not received within thirty-day (30) days of invoice may be subject to a finance charge of 1.5 percent per month. In addition, ipMedica shall be entitled for reimbursement any attorneys fees or other such fees reasonably required for collection of past due invoices.

FEES & MONTHLY MINIMUMS. IpMedica currently charges a minimum of \$250.00 per billing entity per month after the first month of service. Client agrees that they shall be subject to this minimum and shall also be responsible for miscellaneous service charges such as special faxing, overnight packages and other services which may be requested by client that are not normally provided as part of the basic Services. I may request a current copy of ipMedica's Service Charge Schedule at any time and understand that ipMedica shall notify me 30-days prior to implementing any changes to such Schedule.

CONTACTING US. You can reach us in a variety of ways during regular business hours 9:00AM to 5:00PM EST, Monday to Friday.

BY TELEPHONE: 201-961-1230
BY FAX: 201-961-1241
BY EMAIL: INFO@IPMEDICA.COM