

ID-QUEUE, INC.

Website Terms of Use

Acceptance of the Terms of Use

These terms of use are entered into by and between You (which term, as used herein, includes You personally and each company or organization, in each case on whose behalf we will provide services and/or software on or through the use of www.idqueue.com (the "**Site**") and/or our mobile application ("**Application**" and, together with the Site, collectively referred to herein as the "**Website**") (collectively, the "**Services**"), and ID-Queue, Inc. ("**Company**," "**we**," or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "**Terms of Use**"), govern your access to and use of the Website, including any content, functionality, and services offered on or through, whether as a guest or a registered user.

Please read the Terms of Use carefully before You start to use the Website. **By using the Website, or by clicking accept or agree to the Terms of Use when this option is made available to You, You accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at http://id-queue.com/wp-content/uploads/2021/05/Website-Terms-of-Use_ID-Queue.pdf incorporated herein by reference.** If You do not want to agree to these Terms of Use or the Privacy Policy, You must not access or use the Website.

If You are accepting these Terms of Use on behalf of, or for the benefit of, your employer, then You are agreeing to these Terms of Use on behalf of yourself and your employer, and You represent and warrant that You have the authority to bind your employer to the terms and conditions set forth in these Terms of Use. If You do not have such authority, or if You do not agree to any of the terms in these Terms of Use, then You are not permitted to use the Services and You should stop using the Services and the Website immediately.

This Website is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using this Website, You represent and warrant that You are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If You do not meet all of these requirements, You must not access or use the Website.

Description of our Services

The Company is a supplier of SaaS (software as a service) services to healthcare providers, and its cloud-based solution specializes in keeping its clients' staff mobile, centralizing operations and improving healthcare efficiency. The Company simply provides the platform for the Services and is not a service provider to any individuals. The Company is not involved in any treatment, medical or otherwise, with respect to any individuals, and is not bound by any contractual agreement arising between our customers and their patients or other third parties, whether or not the Company receives some form of remuneration in connection with the provision of Services hereunder to its customers.

Rights to the Services

In addition to the terms and conditions of these Terms of Use, your use of the Website and Services is also governed by the Software as a Service Agreement entered into by You and the Company ("**SaaS License**"). The Company may terminate the provisions or rights set forth in the SaaS License in accordance with the terms hereof and thereof. In the event of a conflict between these Terms of Use and the SaaS License, the SaaS License shall govern.

The Company reserves all rights not expressly granted herein in the Services and the Company Content (as defined below).

ANY USE OF THE SERVICES BY ANY PARTY, INCLUDING YOU, IN ANY HIGH RISK APPLICATION IS DONE AT THE USER'S OWN RISK, WITHOUT ANY WARRANTY. AS USED HEREIN, A "HIGH RISK APPLICATION" IS ANY USE WHERE THE FAILURE OF THE SERVICE COULD CAUSE SERIOUS RISK, INCLUDING RISK OF INJURY TO PERSONS OR PROPERTY, OR A LIFE-THREATENING SITUATION, INCLUDING BUT NOT LIMITED TO, MEDICAL, NUCLEAR, AVIATION, NAVIGATION, EMERGENCY SERVICES, EMERGENCY WEATHER ALERTS, MILITARY APPLICATIONS OR OTHER SIMILAR APPLICATIONS.

We are not providing any medical advice or services via the Services, and should not be relied upon as a substitute for consultations with qualified professionals who are familiar with your individual needs. Please consult your doctor and/or other medical advisors as necessary.

You will keep and protect any of our Confidential Information as confidential, using at least the same efforts you use to protect your own confidential information and in no event less than reasonable and industry standard efforts. Our "**Confidential Information**" includes the Services, documentation and information about the Services and their operation, and any other information you obtain from or about us or from or about the Services, or any other information which a reasonable person would or should understand to be confidential or proprietary in nature. You agree to return or destroy our Confidential Information when this Agreement is over. You acknowledge and agree we shall be entitled to seek equitable relief in any court of competent jurisdiction without the necessity of posting bond and in addition to such other remedies as may be available under law or in equity. Your confidentiality obligations shall survive termination or expiration of these Terms of Use.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction and Arbitration will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

Your continued use of the Website and/or the Services following the posting of revised Terms of Use means that You accept and agree to the changes. You are expected to check this page each time You access this Website so You are aware of any changes, as they are binding on You.

Accessing the Website and Account Security

You may control your account and how You interact with the Services by changing the settings in your account profile. By providing the Company your email address You consent to our using the email address to send You notices related to our Services, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send You other messages, such as changes to features of the Services and special offers. If You do not want to receive such email messages, You may opt out or change your preferences in your account profile. Opting out may prevent You from receiving email messages regarding updates, improvements, or offers.

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for You to have access to the Website.

- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access your Services via the Website, You must have a customer account. You may never use another user's account without permission. During the registration/onboarding process, You will have to provide your name, email address, and company name or phone number (as applicable) and You will be asked to create a password for your account. It is a condition of your use of the Website that all the information You provide on the Website is correct, current, and complete and You will maintain the accuracy of such information. You agree that all information You provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy http://id-queue.com/wp-content/uploads/2021/05/Website-Privacy-Policy_ID-Queue.pdf and HIPAA Policy <https://id-queue.com/hippa/> and any other written agreement with respect to the same entered into between You and the Company, and You consent to all actions we take with respect to your information consistent with our Privacy Policy, HIPAA Policy and such other agreement.

If You choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, You must treat such information as confidential, and You must not disclose it to any other person or entity. You also acknowledge that your account is personal to You and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You are solely responsible for the confidentiality of your account and for the activity that occurs on the account, and You must keep your account password secure. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that You exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. The Company will not be liable for any losses caused by any unauthorized use of your account.

We have the right to disable any username, password, or other identifier, whether chosen by You or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, You have violated any provision of these Terms of Use.

We are not responsible for end user error or errors in inputs or for errors in any user supplied data. We do not independently verify the truthfulness or accuracy of any data or content input into the Services and are not responsible for the fraud, misrepresentation, negligence or misconduct of any end user or other third party.

Intellectual Property Rights

The Website and the Services and all materials contained therein, including but not limited to all of their contents, features, and functionality (including but not limited to all information, software, text, displays, graphics, copy, artwork, logos, trademarks, service marks, copyrights, photographs, images, video, and audio, and the design, selection, sequence, feel and arrangement thereof, and all copyrightable or otherwise legally protectable elements of the Services) (collectively referred to herein as "**Company Content**"), are owned by and are the exclusive property of the (i) Company, (ii) its licensors, or (iii) other providers of such material, including but not limited to, other persons, entities and users, who post content to the Website or Services, as applicable, and in each case are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Except as explicitly provided herein, nothing in these Terms of Use shall be deemed to create a license in or under any such intellectual property rights, and You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any the Company Content, or otherwise use the Company Content in any way for any public

or commercial purpose. Use of the Company Content for any purpose not expressly permitted by these Terms of Use is strictly prohibited. The use or posting of Company Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

If You violate any part of these Terms of Use, your permission to access and/or use the Company Content, any access to the Website and/or the Services automatically terminates and You must immediately destroy any copies You have made of the Company Content.

These Terms of Use permit You to use the Website for your internal, non-commercial use in accordance with the terms hereof and the terms of your SaaS License. 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 Website, including without limitation the Company Content, except as follows:

- your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own internal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download (including the Application), You may download a single copy to your computer or mobile device solely for your own internal, non-commercial use, provided You agree to be bound by our end user license agreement for such applications, or as otherwise permitted under the terms of your SaaS License.

You must not:

- Modify copies of any materials from this Website, including without limitation the Company Content.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website, including without limitation the Services.

If You print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop 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 Website, the Services or any content on the Website or Services is transferred to You, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Communications with Us

Although we encourage You to e-mail us, we do not want You to, and You should not, e-mail us any content that contains confidential information. You may choose to or we may invite You to submit comments or ideas about the Services, including without limitation about how to improve the Services or our products (collectively, the “**Feedback**”). By submitting any Feedback, You agree that your disclosure is gratuitous, unsolicited and without restriction and will not place the Company under any fiduciary or

other obligation, and that we are free to use the Feedback without any additional compensation to You, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, the Company does not waive any rights to use similar or related ideas or feedback previously known to the Company, or developed by its employees, or obtained from sources other than You.

Trademarks

The Company name, the term “ID-Queue ENT”, the Company logo:  and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company in each instance. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- For the purpose of collecting market research for a competing business.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out below in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, You agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.

- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

We reserve the right, in our sole and absolute discretion, to deny You (or any device) access to the Website and/or the Services, or any portion of the Website and/or the Services, in accordance with the terms hereof and of the terms of your SaaS License. **Data Security Obligations** You will:

- Maintain, monitor and enforce a comprehensive written data security program and only Process (as defined below) Company Content in compliance with these Terms of Use and all applicable laws, regulations, government standards, industry standards, and best practices pertaining to privacy, data Processing, data protection, data security, encryption, and confidentiality (collectively, “**Applicable Processing Laws**”). As used in these Terms of Use, “**Process**” means to obtain, have access to, organize, copy, alter, use, disclose, store, erase, destroy or any other form of processing.
- Maintain, monitor and enforce a data loss prevention automated program designed to detect and block data transfers of Job Seeker Content, if such transfers do not comply with these Terms of Use.
- Use its data security program to maintain, monitor and enforce reasonable organizational, administrative, technical and physical safeguards to protect the security, integrity, confidentiality and availability of Company Content, including to protect against: (a) any and all anticipated threats or hazards, and (b) any and all accidental, unauthorized or unlawful Processing, loss, or other compromise of Company Content (each, a “**Security Incident**”). You will promptly remediate all Security Incidents, and agrees to provide prompt notice to the Company in the event of a Security Incident.
- Provide the Company with prompt written notice of any material modification to the process, method or means by which Company Content is processed (including any geographic change).

Except as expressly permitted in these Terms of Use, You will not remove or transfer any of the Company Content outside of the Website and/or Services.

Copyright Policy

Copyright Policy:

Reporting Claims of Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If You believe any materials accessible on or from this Website infringe your copyright, You may request removal of those materials (or access to them) from the Website by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“**DMCA**”), the written notice (the “**DMCA Notice**”) must include substantially the following:

- your physical or electronic signature.

- Identification of the copyrighted work You believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material You believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact You (including your name, postal address, telephone number, and, if available, email address).
- A statement that You have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that You are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Alexandra Avedisian ID-Queue, Inc.
188 John Scott Blvd., Norton, MA 02766 copyright@id-queue.com

If You fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if You knowingly materially misrepresent that material or activity on the Website is infringing your copyright, You may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance You place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by You or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to You or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website and Services

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material. We reserve the right to modify or discontinue the Services at any time with or without notice to you, including without limitation by adding or subtracting features and functionality, third party content, etc. In the event of such modification or discontinuation of the Services, your sole remedy shall be to terminate this Agreement as set forth herein. Continued use of the Services

following notice of any such changes will indicate your acknowledgement and acceptance of such changes and satisfaction with the Services as so modified.

Information About You and your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy [http://id-queue.com/wp-content/uploads/2021/05/Website-Privacy-Policy ID-Queue.pdf](http://id-queue.com/wp-content/uploads/2021/05/Website-Privacy-Policy-ID-Queue.pdf) By using the Website, You consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Other Terms and Conditions

Additional terms and conditions may also apply to specific portions, services, or features of the Website, including the SaaS License (governing customer's subscriptions to our Services). All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Linking to the Website

You may link to our homepage, provided You do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice. We may disable all or any links at any time without notice in our discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If You decide to access any of the third-party websites linked to this Website, You do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website is based in the Commonwealth of Massachusetts in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If You access the Website from outside the United States, You do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

YOU ACKNOWLEDGE THAT THE SERVICES MERELY ASSIST WORKFLOW OPTIMIZATION. NONE OF THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, LICENSORS OR SERVICE PROVIDERS, OR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, LICENSORS, SUPPLIERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY THE "COMPANY PARTIES") IS A PARTY TO, OR HAS ANY RESPONSIBILITY OR LIABILITY WITH RESPECT TO, ANY HEALTHCARE OR OTHER SERVICES, TRANSACTION, COMMUNICATION OR INTERACTION BETWEEN CUSTOMERS AND ITS PATIENTS OR OTHER THIRD PARTIES OR FOR ANY RESULTS CAUSED BY USING THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY PERSONAL INJURY OR PROPERTY DAMAGE.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, NONE OF THE COMPANY PARTIES WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, THE SERVICES AND ANY OTHER SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, THE SERVICES AND ANY OTHER SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE OR THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, THE SERVICES OR ANY OTHER SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE, ITS CONTENT, THE SERVICES OR ANY OTHER SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY PARTIES HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY PARTIES BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, THE SERVICES, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE WEBSITE OR SERVICES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. UNDER NO CIRCUMSTANCES WILL THE COMPANY PARTIES BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED

ACCESS OR USE OF THE SERVICES OR ANY CUSTOMER ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF THE COMPANY PARTIES FOR ANY AND ALL DIRECT DAMAGES INCURRED BY ANY CUSTOMER ARISING OUT OF OR RELATING TO THESE TERMS OF USE, EXCEED THE TOTAL FEES RECEIVED BY COMPANY FROM SUCH EMPLOYER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ARISES.

THE LIMITATION OF LIABILITY SET OUT ABOVE DOES NOT APPLY TO LIABILITY RESULTING FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You will defend, indemnify, and hold the Company Parties harmless from and against any and all losses, liabilities, damages, demands, claims (including taxes), judgments, awards, fees, costs, payments and expenses (including any and all reasonable legal fees, reasonable costs of investigation, discovery, litigation, arbitration and settlement, interest and any judgments, fines and penalties) (collectively, "Losses") as incurred, arising out of or in connection with (i) a violation or alleged violation of any applicable laws or your violation of any term of these Terms of Use, including without limitation, your breach of any of the representations and warranties herein; (ii) your use of and access to the Website, the Services, and/or the Company Content in breach of these Terms of Use, (iii) a claim brought against any Company Party by any of your patients or any other third party as a result of your action or inaction or in relation to your use of the Website and/or Services, (iv) any activity related to your account by You or any other person accessing the Services with your password; (v) your actual or alleged violation of any third party right, including without limitation any copyright, property or privacy right; and/or (vi) your content or data, including if it causes any damage to a third party. Your defense, indemnification and hold harmless obligations in these Terms of Use will survive the expiration or termination of these Terms of Use and your use of the Services. Notwithstanding anything herein to the contrary, this indemnification shall be in addition to any indemnity obligation of customer set forth in the SaaS License.

Governing Law and Jurisdiction

All matters relating to the Website, the Services and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use, the Services or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Massachusetts, in each case located in the City of Boston and County of Suffolk, although we retain the right to bring any suit, action, or proceeding against You for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts.

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE WEBSITE OR SERVICES FOR PERSONAL, INTERNAL, COMMERCIAL OR OTHER PURPOSES, ALL SUCH PERSONS AND ENTITIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE, SUIT, ACTION OR

PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR OTHERWISE RELATING TO THE RELATIONSHIP OF SUCH PARTIES WITH THE COMPANY OR OTHERWISE, WHETHER IN CONTRACT, TORT OR OTHERWISE. All such persons and entities agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

Class Action/Jury Trial Waiver

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE WEBSITE OR SERVICES FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL SUCH PERSONS AND ENTITIES AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION ALL SUCH PERSONS AND ENTITIES EACH WAIVE ANY RIGHT TO A JURY TRIAL.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE, THE SERVICES OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Successors and Assigns

These Terms of Use will inure to the benefit of the Company's successors, assigns and any licensees, and sublicensees, if applicable. These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by the Company without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

Force Majeure

You agree that we are not responsible to You for anything that we may otherwise be responsible for, that may be caused by reasons beyond our reasonable control including, but not limited to, acts of God, earthquakes, war, insurrection, riots, crime, epidemic, pandemic, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, or failure or shortage of infrastructure.

Entire Agreement

The Terms of Use, our Privacy Policy, our HIPAA Policy and, with respect to customers, such customer's SaaS License (governing customer subscriptions to our software and Services), and any additional agreements You may enter into with the Company in connection with the Services, constitute the sole and entire agreement between You and ID-Queue, Inc. regarding the Website and the Services and supersede

all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website and/or the Services.

Survival

Notwithstanding the foregoing or anything else in these Terms of Use, the terms of these Terms of Use that by their terms are perpetual or are otherwise intended to survive these Terms of Use will survive the termination or expiration of these Terms of Use.

Headings

The section headings in these Terms of Use are provided merely for convenience and shall not be given any legal import.

Your Comments and Concerns

This website is operated by ID-Queue, Inc., 188 John Scott Blvd., Norton, MA 02766.

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy set forth above in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: admin@id-queue.com .