

# MLCLOUD, LLC Terms of Service

## 1. Introduction

**THIS LEGAL AGREEMENT BETWEEN YOU AND MLCLOUD GOVERNS YOUR USE OF THE SOFTWARE, SERVICES, AND WEBSITE (COLLECTIVELY REFERRED TO AS THE “MLCLOUD SERVICES”). IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS. YOU ARE AGREEING THAT THESE TERMS WILL APPLY IF YOU CHOOSE TO ACCESS OR USE THE SERVICE.**

MLCLOUD is the provider of the MLCLOUD SERVICES, which permits you to utilize certain Internet services, including storing medical content (such as radiology, nuclear medicine, oncology, gastroenterology, pathology, ECG and any kind of medical documents and images related with your case) and making it accessible on your mobile devices and computers, and certain location based services, only under the terms and conditions set forth in this Agreement.

## 2. Your use of MLCLOUD SERVICES

**Age Restrictions.** To use MLCLOUD services, you must be 18 years of age or older.

**Your Conduct.** Don't misuse MLCLOUD services. You may use MLCLOUD services only as permitted by law. You are responsible for your conduct and your content stored in MLCLOUD services, and you must comply with our Program Policy. We may review your conduct and content in MLCLOUD services for compliance with the Terms and our Program Policies.

You agree that you will NOT use the MLCLOUD services to:

a. upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable;

b. stalk, harass, threaten or harm another;

d. pretend to be anyone, or any entity, you are not — you may not impersonate or misrepresent yourself as another person, entity, another user, an MLCLOUD employee, or a civic or government leader, or otherwise misrepresent your affiliation with a person or entity (MLCLOUD reserves the right to reject or block any MLCLOUD service ID or any email address which could be deemed to be an impersonation or misrepresentation of your identity, or a misappropriation of another person's name or identity);

e. engage in any copyright infringement or other intellectual property infringement (including uploading any content to which you do not have the right to upload), or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement;

g. forge any TCP-IP packet header or any part of the header information in an email or a news group posting, or otherwise putting information in a header designed to mislead recipients as to the origin of any Content transmitted through the Service ("spoofing");

h. upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Service (or any part thereof), or any other computer software or hardware;

i. interfere with or disrupt the Service (including accessing the Service through any automated means, like scripts or web crawlers), or any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service (including any unauthorized access to, use or monitoring of data or traffic thereon);

j. plan or engage in any illegal activity; and/or

k. gather and store personal information on any other users of the Service to be used in connection with any of the foregoing prohibited activities.

MLCLOUD services is available on mobile devices. Do not use MLCLOUD services in a way that distracts you and prevents you from obeying traffic or safety laws.

As a registered user of MLCLOUD services, you are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify MLCLOUD of any security breach of your Account. You further acknowledge and agree that MLCLOUD services is designed and intended for business use on an individual basis and you should not share your Account and/or password details with another individual. Provided we have exercised reasonable skill and due care, MLCLOUD shall not be responsible for any losses arising out of the unauthorized use of your Account resulting from you not following these rules.

In order to use the Service, you must enter your ID and password to authenticate your Account. You agree to provide accurate and complete information when you register with, and as you use, MLCLOUD services ("Service Registration Data"), and you agree to update your Service Registration Data to keep it accurate and complete. Failure to provide accurate, current and complete Service Registration Data may result in the suspension and/or termination of your Account. You agree that MLCLOUD may store and use the Service Registration Data you provide for use in maintaining to your Account.

Your Content. MLCLOUD allows you to upload, submit, store and receive content. You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours.

MLCLOUD does not control the Content posted via the services (Dropbox, PostDICOM, MLC PACS), nor does it guarantee the accuracy, integrity or quality of such Content. You understand and agree that your use of the MLCLOUD services and any content is solely at your own risk.

HIPAA-Compliant. The data is secured and patient privacy protected through a HIPAA-compliant, SSL-encrypted network connection.

# Removal of Content

You acknowledge that MLCLOUD is not responsible or liable in any way for any Content provided by others and has no duty to pre-screen such Content. However, MLCLOUD reserves the right at all times to determine whether Content is appropriate and in compliance with this Agreement, and may pre-screen, move, refuse, modify and/or remove Content at any time, without prior notice and in its sole discretion, if such Content is found to be in violation of this Agreement or is otherwise objectionable.

MLCLOUD DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME MLCLOUD MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MLCLOUD AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, MLCLOUD AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICE WILL BE ACCURATE OR RELIABLE

MLCLOUD DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND MLCLOUD DISCLAIMS ANY LIABILITY RELATING THERETO.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE, COMPUTER, OR LOSS OF

DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU FURTHER ACKNOWLEDGE THAT THE SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

**Announcements.** In connection with your use of MLCLOUD services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

**Our MLCLOUD services.** Using MLCLOUD does not give you ownership of any intellectual property rights in MLCLOUD or the service you access. You may not use content from MLCLOUD unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in MLCLOUD. Don't remove, obscure, or alter any legal notices displayed in or along with MLCLOUD services.

### **3. Copyright Protection**

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers.

These Terms don't grant you any right, title or interest in the Services, others' content in the Services, trademarks, logos and other brand features.

Unless otherwise required by law, You agree that your Account is non-transferable and that any rights to your SERVICE ID or Content within your Account terminate upon your death. Upon receipt of a copy of a death certificate your Account may be terminated and all Content within your Account deleted. Contact MLC Support at [info@mlcloud.io](mailto:info@mlcloud.io) for further assistance.

You agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade the Service (or any part thereof) for any purpose.

## 4. Program Policies

We may review content to determine whether it is illegal or violates our Program Policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don't assume that we do.

## 5. Modifying and Terminating SERVICE

Changes to SERVICE. We are constantly changing and improving SERVICE. We may make performance or security improvements, change functionalities or features, or make changes to comply with law or to prevent illegal activities on, or abuse of, our systems. We will provide notice of material changes to SERVICE that we reasonably believe will adversely impact your use of SERVICE. However, there are times when we will need to make changes to SERVICE without giving notice. These will be limited to instances where we need to take action to ensure the security and operability of the service, prevent abuse or where we must act to meet legal requirements.

From time to time, MLCLOUD may choose to offer new and/or updated features of the Service (the "Beta Features") as part of a Public Beta Program (the "Program") for the purpose of providing SERVICE with feedback on the quality and usability of the Beta Features. You understand and agree that your participation in the Program is voluntary and does not create a legal partnership, agency, or employment relationship between you and MLCLOUD, and that MLCLOUD is not obligated to provide you with any Beta Features. MLCLOUD may make such Beta Features available to Program participants by online registration or enrollment via the Service.

Suspension and Termination. You can stop using MLCLOUD services at any time, although we'll be sorry to see you go. If you choose to cancel your subscription following its initial purchase or, if you are on an annual payment plan, following the commencement of any renewal term, you may do so by

informing MLCLOUD support center with a clear statement within 14 days from when you received your e-mail confirmation by contacting Customer Support. You do not need to provide a reason for cancellation.

To meet the cancellation deadline, you must send your communication of cancellation before the 14-day period has expired.

We may suspend or permanently disable your access to MLCLOUD services if you materially or repeatedly violate our Terms or our Program Policies. We will give you prior notice of us suspending or disabling your access to MLCLOUD services. However, we may suspend or disable your access to MLCLOUD services without notice if you are using MLCLOUD services in a manner that could cause us legal liability or disrupt other users' ability to access and use MLCLOUD services.

We reserve the right to suspend or terminate your access to the Services with notice to you if:

- (a) you're in breach of these Terms,
- (b) you're using the Services in a manner that would cause a real risk of harm or loss to us or other users, or
- (c) you don't have a Paid Account and haven't accessed our Services for 12 consecutive months.

We'll provide you with reasonable advance notice via the email address associated with your account to remedy the activity that prompted us to contact you and give you the opportunity to export your data from our Services. If after such notice you fail to take the steps we ask of you, we'll terminate or suspend your access to the Services.

We won't provide notice before termination where:

- (a) you're in material breach of these Terms,
- (b) doing so would cause us legal liability or compromise our ability to provide the Services to our other users, or

(c) we're prohibited from doing so by law.

Discontinuation of SERVICE. If we decide to discontinue SERVICE, we will give you at least 60 days' prior notice. During this notice period, you will have the opportunity to take your files out of SERVICE. After the end of this 60 day period you will not be able to access your files. We believe that you own your files and preserving your access to such files is important.

## **8. Our Warranties and Disclaimers**

We provide MLCLOUD services using a reasonable level of skill and care and we hope that you will enjoy using MLCLOUD services. But there are certain things that we don't promise about MLCLOUD services. Other than as expressly stated, we don't make any commitments about the specific functionality available through MLCLOUD services, its reliability, availability, or ability to meet your needs.

## **9. Liability for MLCLOUD services**

MLCLOUD and its suppliers and distributors are not responsible or liable for:

- (a) losses that were not caused by our breach of these Terms;
- (b) any loss or damage that was not, at the time the relevant contract with you was formed, a reasonably foreseeable consequence of MLCLOUD breaching the Terms; or
- (c) losses relating to any business of yours including lost profits, revenues, opportunity or data.

The total liability of MLCLOUD services, and its suppliers and distributors, for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the services (or, if the subject of the claim is the free service, to supplying you the services again).



MLCLOUD, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS WON'T BE LIABLE FOR:

- i. ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR
- ii. ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY.

MLCLOUD SHALL USE REASONABLE SKILL AND DUE CARE IN PROVIDING THE SERVICE

YOU EXPRESSLY UNDERSTAND AND AGREE THAT MLCLOUD AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES (EVEN IF SERVICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICE (II) ANY CHANGES MADE TO THE SERVICE OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SERVICE OR ANY PART THEREOF; (III) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SERVICE; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; AND (VI) ANY OTHER MATTER RELATING TO THE SERVICE.

## **10. Laws Governing the Terms.**

We want to address your concerns without needing a formal legal case. Before filing a claim against MLCLOUD, you agree to try to resolve the dispute informally by contacting [info@mlcloud.io](mailto:info@mlcloud.io). We'll try to resolve the dispute informally by contacting you via email.

The laws of The United States of America will apply to any disputes arising out of or relating to these Terms or SERVICE. All claims arising out of or relating to these Terms or SERVICE will be litigated exclusively in Los Angeles, CA, USA.

# 11. About these Terms

We may modify these Terms or any additional terms that apply to MLCLOUD services, for example: to reflect changes to MLCLOUD services or to the law, custom, or political or economic policy; or in response to guidelines issued by regulators or relevant industry bodies; or to enable MLCLOUD to meet its obligations. You should look at the Terms regularly. We'll post notice of modifications to these Terms on this page. We'll post notice of modified additional terms ("Additional Terms") in MLCLOUD and will provide prior notice of material changes to the Terms to you. Changes will not apply retroactively and will become effective no sooner than 14 days after they are posted or notified to you. However, changes addressing new functions or features ("New Services") or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a New Service, you should discontinue your use of that New Service (see "Termination" above, for more information).

If there is a conflict between these Terms and the Additional Terms, the Additional Terms will control for that conflict.

These Terms control the relationship between SERVICE and you. They do not create any third party beneficiary rights.

If you do not comply with these Terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms

We may revise these Terms from time to time to better reflect:

(a) changes to the law,

(b) new regulatory requirements, or

(c) improvements or enhancements made to our Services.

If an update affects your use of the Services or your legal rights as a user of our Services, we'll notify you prior to the update's effective date by sending an email to the email address associated with your account or via an in-product notification. These updated terms will be effective no less than 14 days from when we notify you.