

TERMS OF SERVICE

Acceptance

1. Please read these Terms and Service ("Terms") carefully before using the <https://app.proviewpdf.com> website and the ViewIQ application (the "Service") operated by MedChron, LLC. ("us", "we", or "our"). These Terms apply to all visitors, users and others who access or use the Service.
2. Your access to and use of this Service is conditioned on your acceptance of and compliance with these Terms. By using the Service, you are explicitly accepting these Terms. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access or use the Service.

Services

MedChron is offering a monthly subscription to a web-based software application ("ViewIQ App"), where users and customers can streamline the organization, summarization, and review of medical records in litigation. Features include the following:

1. **Tag and Organize** – Quickly reorder voluminous original PDFs into custom folders. Upload pleadings and deposition transcripts to create a complete working case database.
2. **Summarize** – Use our custom chronology builder to copy text and clip images into a case summary complete with "Go-To-Page" links for reference in the record.
3. **Annotate & Review** – Search key words and phrases. Invite new users to review and annotate records.
4. **Export Chronologies** – Export organized/bookmarked PDFs and custom case chronologies
5. **AI Review** – Allow our AI to read your document and respond to prompts.
6. **New Features** – Additional features will be automatically implemented at time of completion by ViewIQ's Development Team and will be included in monthly subscription.
7. **Demos** – MedChron will offer follow up demonstrations and instructional sessions.

8. **Tech Support** – MedChron will offer ViewIQ technical support.
9. **Disclaimer** – MedChron and the Services are in full compliance with HIPPA and privacy laws.

License and Subscriptions

Purchase

1. ViewIQ is a web-based application available for subscription at www.View-iq.com. Google Chrome is the recommended browser for optimal use.
2. To use ViewIQ, you need to sign up for an account (“Account”) by providing your email address and other information. In order to sign up you will be required to install the multi factor authenticator Auth0 Guardian app via the app store from your mobile device. Please note that your use of such third-party accounts is subject to their legal and privacy documents.
3. To access the complete set of features of ViewIQ, you must purchase (“Purchase”) a license. The Purchase of a license is subject to a fees and taxes indicated at the checkout screen. MedChron reserves the right to revise the fees at any time, subject to providing users with adequate notice of any fee changes before they become effective. 1 Full ViewIQ License: \$50 per user, per month.
4. The purchase of a license is facilitated by a third-party provider in accordance with the latter’s Terms of Service and Privacy Policy. In no case shall MedChron be responsible for any personal data processed by the third party payment processor.

Renewal

Your subscription will NOT automatically renew, and your users accounts will be canceled within 48 hours after the term of subscription.

Scope of License

1. Subject to your compliance with these Terms, MedChron hereby grants you a limited, temporary, personal, non-exclusive, non-sublicensable, revocable, non-transferable, worldwide license to download, install and use the App on the device(s) that you lawfully own or control in the manner provided for in these Terms for personal non-commercial or internal business purposes.
2. Under this license you may not:
 - a. sell, lease, rent, license, sublicense or otherwise distribute the ViewIQ software;

- b. copy, decompile, disassemble, translate or reverse engineer the ViewIQ software, in whole or in part;
 - c. write or develop any derivative software, make an attempt to derive the source code of, modify, or create derivative works of the ViewIQ software, and its updates;
 - d. provide, disclose, divulge or make available to, or permit the use of the ViewIQ software by any third party without MedChron's prior written consent;
 - e. avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by ViewIQ or any of ViewIQ providers or any other third party (including another user) to protect the App.
3. Any attempt or successful completion of the above will be considered a violation of these Terms and the rights of MedChron. If you violate any of the above restrictions, your use of the App will be reviewed and terminated, and you may be subject to legal actions and be held responsible for damages.
4. MedChron may provide upgrades, modifications, updates, or additions to the App software during the term of this license. The terms of this license shall be applied to any such upgrades, modifications, updates, or additions unless they are a subject to a separate license that would accompany them.

Ownership

1. You acknowledge, understand, and agree that MedChron is the owner of all rights, titles, and interests in and to the original and any copies of the ViewIQ software and related information, improvements, modifications, enhancements, or derivatives thereto and the ownership of all intellectual property rights pertaining thereto, in whole or in part, shall be, vest with, and remain the exclusive property of MedChron.
2. You, as a licensee, through your downloading, installing, or use of the ViewIQ App, do not acquire any ownership rights to the Service software.
3. You, as a licensee, through your downloading, installing, or use of the App, do not acquire any ownership rights to the Service software.

Billing

Billing Cycle

MedChron will send applicable invoices on a monthly basis and payment must be received within 30 days from the invoice date. Failure to make timely payments may result in account suspension or cancellation.

AI token usage will be billed monthly, and separately from the monthly or yearly subscription price at \$.25 per 1,000 tokens.

Taxes and Third-Party Fees

You must pay any applicable taxes and third-party fees (including, for example, telephone toll charges, mobile carrier fees, ISP charges, data plan charges, credit card fees, foreign exchange fees, and foreign transaction fees). We are not responsible for these fees.

Credit Card Information

You authorize us to store your payment method and use it in connection with your use of the Services as described the Services section and Cancellation section.

Content and Data Security

General

1. All materials of the Service, including text, graphics, information, images, designs, drawings, trademarks, logos, videos, sounds, music, software, and other materials (collectively, the "Content"), as well as the copyright and other intellectual property rights to such Content belong to MedChron or is included in the Service with the consent of the owner.
2. Subject to your compliance with these Terms and having regard to the terms of software license mentioned above, MedChron grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable, worldwide license to access and use the Content made available in or through the Service and granted by MedChron for the purposes outlined in these Terms.
3. You are not allowed to use the Content or any of its elements in any way not expressly provided for in these Terms without the prior written permission of MedChron or owners of the Content.
4. In case you download or copy the Content, no right, title, or interest in any downloaded or copied Content is transferred to you as a result of any such downloading or copying. You are not allowed to reproduce, publish, transmit, distribute, otherwise disseminate, modify, create derivative works, or otherwise use the Content for commercial or illegal purposes without our prior written

permission. You agree not to change or delete any ownership notices from materials downloaded or printed from the Service.

5. You are also advised that we are determined to enforce our intellectual property rights to the fullest extent available under the applicable laws, including through civil remedies and criminal prosecution.

User Content and Security

1. "User Content" means any files, including pictures, text, videos, sound recordings, and other materials, provided and managed through the App by a user. You own your User Content and information that you submit or access through the App.
2. For the purposes of operating or improving the Services and, when you upload Content to the Services, you grant us a nonexclusive, worldwide, royalty-free, sublicensable, and transferrable license to use, reproduce, publicly display, distribute, publicly perform, and translate the Content.
3. Any User Content accessed through the ViewIQ App is stored locally on the user's devices or connected the cloud service Microsoft Azure. MedChron may not in any case access any User Content and does not store it on MedChron's servers. The communication between your cloud storage provider and the ViewIQ App on your device is also performed directly per your cloud service provider's security requirements.
4. To protect your User Content, the users of ViewIQ may create a password in the settings of the ViewIQ App.

Third-Party Websites and Services

1. Some features of the Service are available in compatibility with third-party websites and services, including, without limitation, the connected cloud services, files converting services, official resellers, etc. We cannot guarantee that any currently supported third-party services will remain compatible with the Service software or that all features will be constantly available and uninterrupted.
2. You acknowledge that different terms of service and privacy policies may apply to your use of such third-party websites, services, and content. MedChron shall not be held responsible for any losses, damages, or other liabilities incurred due to your interaction with those third-party websites and services.
3. With respect to your use of the ViewIQ App for iOS, available on the App Store, Apple Inc. ("Apple"), or Android OS ("Android") through the Google Play Store are not parties to an agreement between MedChron and a user and does not own and is not responsible for the ViewIQ App in any capacity or manner.

4. Apple and Android have no obligation to furnish any maintenance and support services, as well as no warranty obligation whatsoever with respect to the ProvView App, except, if applicable, to refund the purchase price for it.

Warranties and Disclaimers

1. The Service is provided to you “as is.”
2. MedChron warrants that the Service will perform in substantial accordance with its documentation within the period of your license. MedChron disclaims all other warranties regarding the Service, its features, and content, to the fullest extent permitted by law, including without limitations, guarantees of merchantability, fitness for a particular purpose, and non-infringement of intellectual property rights of third parties or other rights.
3. We are not making promises of any kind, including about the Service’s and content’s accuracy, usefulness, reliability, and correct operation. MedChron does not guarantee that the Service will be functioning uninterrupted or securely, that any defects will be corrected, or that the Service is free of viruses or anything else harmful. In case the Service software malfunctions, we will apply every effort to resume its correct operation as soon as possible.

Limitation of Liability

1. In no event shall MedChron, its affiliates, directors, partners, employees, contractors, or agents be liable for indirect, incidental, special, punitive, or consequential damages related to any use or inability to use the Service, including, without limitation, any damages, caused as a result of the use of the information provided through the Service or by mistakes, omissions, interruptions, defects, viruses, even if MedChron has been advised of the possibility of damages or loss of future profits.
2. The foregoing limitations of liability do not apply to the extent prohibited by law.
3. If any part of the warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then our aggregate liability under all claims for any consequential, special, punitive, or indirect damages of any sort, including, without limitation, (a) any damages for lost profits, or (b) any damages resulting from loss of use or loss of data, under such circumstances shall not exceed the total amount of payments made by you to MedChron within one year preceding the date of such claim.

Indemnification

1. You agree to defend, indemnify, and hold harmless MedChron, our subsidiaries, directors, partners, employees, contractors, and agents from and against any claims, responsibility, damages, losses, and expenses, including reasonable legal and accounting expenses arising from:
 - a. any breach of these Terms by you,
 - b. your use/misuse of the Service, or
 - c. a violation by you of applicable law, third party's intellectual property or other rights, any agreement, or terms with a third party to which you are subject.
2. We reserve the right to handle our legal defense however we see fit, including instances when you are indemnifying us. Therefore, you agree to cooperate with us, so we execute our legal defense strategy.

Termination

Termination by MedChron

1. We reserve the right, at any time at our sole discretion, with prior notice, to modify, suspend, or discontinue the Service, Content, any feature or offer available through the Service. You agree that we shall not be liable to you or to any third party should any of the foregoing occur with respect to the Service.
2. MedChron reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of these Terms, including, without limitation, the suspension or termination of your license and access to the Service.
3. MedChron may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong.

Termination by User

You may terminate this agreement with MedChron at any time by deleting and no longer accessing or using the Service. If you terminate this agreement, all permissions and licenses granted to you in these Terms will immediately terminate without MedChron obligation to provide any refunds.

Electronic Communications

1. By using the App and providing MedChron with your contact information, you understand and agree that we may send you electronic communications via email or push notifications regarding, without limitation:
 - a. your use of the Service;
 - b. updates of the Service and these Terms; or
 - c. subscriptions, transactions, and cancellations under these Terms.
2. Note, however, that some email messages may be more “commercial” in nature than others, as they may advertise our services or offers which, we believe, you may be interested in. You may unsubscribe from receiving our emails by following the instructions provided in such communications.

Miscellaneous

Notice

1. All notices must be sent to the following address email address and/or physical address:
 - a. rholland@view-iq.com.com
 - b. MedChron LLC
1501 Runnymede Rd
Brookhaven, Georgia 30319
2. MedChron may notify you by email, postal mail, posting within the Services, or other legally acceptable means.

Non-Assignment

You may not assign or otherwise transfer these terms, or your rights and obligations under these terms, in whole or in part, without our written consent and any such attempt will be void. We may transfer our rights under these terms to a third party.

Severability

If a particular term, section of this agreement, or Service is not enforceable, the unenforceability of that item will not affect the enforceability of the others.

No Waiver

MedChron’s failure to enforce or exercise any of these terms does not constitute a waiver.

Entire Agreement

These terms constitute the entire agreement between you and us regarding your use of the Services and Software and supersede any prior agreements between you and us relating to the Service.

Signature

I understand and Agree (Check Box)