

MEDITAB SOFTWARE, INC.

PROMOTIONAL OFFER GENERAL DISCLAIMER

These terms and conditions (“Terms”) apply to all Meditab Software Inc. (“Meditab”) Promotional Offers (“Promotional Offer”) for the use of Intelligent Medical Software (“IMS”), unless otherwise specified, prohibited by law or otherwise restricted. The Promotional Offer is void where prohibited by law or otherwise restricted.

Meditab reserves the right, in its sole discretion, to modify or end this Terms and/or the Promotional Offer at any time, for any reason and without notice, except where prohibited. Meditab reserves the right to determine, in its sole discretion, if a Customer is eligible to benefit from a Promotional Offer or to disqualify any Customer at any time from benefiting from the Promotional Offer if Customer does not comply with any of these Terms. All of Meditab’s decisions are final and binding, except where prohibited.

The Promotional Offer may not be combined with any other sale, promotion, discount, code, coupon and/or offer. The Promotional Offer has no cash value and cannot be applied to a reduction in IMS price or applied to third party costs and fees. The Promotional Offer cannot be sold or traded. The Promotional Offer applies exclusively to the monthly IMS access fees.

The Promotional Offer may be restricted to IMS agreements signed within a specified period, stated by the specific Promotional Offer.

Employees or contractors of Meditab or their subsidiaries, affiliates, or promotional agencies, including immediate family and household members, are not eligible.

Meditab’s failure to enforce any term of the Terms shall not constitute a waiver of that provision. Other restrictions may apply.

Conditions

- Unless otherwise indicated, the Promotional Offer is valid for new IMS Customers only. New IMS Customers are customers without a valid IMS Agreement in place or Customers that were not registered for IMS within twelve (12) months prior to the Promotional Offer period.
- Customers must subscribe to the Promotional Offer during the period stated in the specific Promotional Offer.

- A minimum contract term commitment might be required. . Early termination fees might apply if Customer decides to early terminate the IMS agreement.
- Customer must sign up for automatic direct debit via ACH.
- Customer must be eligible to create an active Meditab account and otherwise not be disqualified from creating an active Meditab account.
- Unless otherwise indicated, the Promotional Offer does not include third party fees or services not provided by Meditab, which must be paid by Customer as detailed in the IMS agreement and shall be debited by Meditab automatically.
- At the end of the Promotional Offer, regular fees shall be billed as detailed in the IMS agreement and automatically debited by Meditab to Customer by ACH.

Applicable Law

Except where prohibited, disputes, claims, and causes of action arising out of or related to this Terms and/or the Promotional Offer shall be resolved under the laws of the United States, and except where prohibited, California law (without reference to its conflicts of laws principles), and Customer agrees to submit any dispute to the exclusive jurisdiction of the state and federal courts located in Sacramento County, California.