

My Clients Plus Web Site Product Terms and Conditions of Use and Business Associate Agreement

Last Updated: February 23, 2016

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. THESE TERMS AND CONDITIONS OF USE MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS WEBSITE AND THE PRODUCTS. YOU AGREE TO CHECK FOR UPDATES TO THESE TERMS AND CONDITIONS OF USE. BY USING THIS WEBSITE OR THE PRODUCTS, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS OF USE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OF USE, THEN YOU MAY NOT USE THIS WEBSITE OR THE PRODUCTS.

This service is provided by My Clients Plus, LLC (“**we**” or “**MCP**”) to you (“**you**” or “**SUBSCRIBER**”), subject to the terms of these Terms and Conditions of Use^{“”}, and the rules that may be published from time to time by MCP.

1. Products

We provide a variety of products to providers of healthcare and other services, including:

- Healthcare billing;
- Clinical documentation;
- Credit card merchant account and ACH processing;
- Calendar and scheduling;

In addition to the products described above, we provide a variety of related offerings, mobile applications (including tablet applications), and services. These and any related offers and services are referred to in these Terms and Conditions of Use as the “**Products**”.

We reserve the right to modify, revise, suspend or discontinue any Product in whole or in part, either temporarily or permanently, with or without notice, and you acknowledge that we are not obligated to support or update the Products in any manner. If we discontinue a Product, we will provide with you advance notice and an opportunity to cancel your account.

2. General Terms and Conditions

This website and our Products are provided subject to these Terms and Conditions of Use, as they may be amended by us, and any guidelines, rules or operating policies that we may post on this website, including, without limitation our Privacy Policy, which are specifically incorporated herein by reference (collectively, the “**Agreement**”). We reserve the right, at our discretion, to change this Agreement on a going-forward basis at any time. Please check this Agreement periodically for changes. In the event that a change to this Agreement materially modifies your rights or obligations, you will be required to accept such modified terms in order to continue to use the Products. Material modifications are effective upon your acceptance of such the modified Terms. Immaterial modifications are effective upon publication. For the avoidance of doubt, disputes arising under this Agreement will be resolved in accordance with this Agreement in effect that the time the dispute arose. Any terms and conditions that may be contained in any acknowledgement, invoice, purchase order or other form that you provide are specifically null and void.

This website and the Products are available only to persons or organizations that can form legally binding contracts under applicable law. Without limiting the foregoing, this website and the Products are not available to individuals under the age of 18. If you do not qualify, you are not permitted to use this website or the Products. If you are using this website or the Products on behalf of an organization, you represent and warrant that you have the ability to bind such organization by your use of this website and the Products.

You agree to provide true, accurate, and current and complete information about yourself and your organizations, as applicable, as requested in the registration form and elsewhere on this website, and agree to update such information if it changes.

3. Protected Health Information – Business Associate Agreement

SUBSCRIBER may make available or transfer to MCP Protected Health Information (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (as amended) (“HIPAA”), in conjunction with Products that are being provided by MCP to SUBSCRIBER. If SUBSCRIBER is a Covered Entity (as that term is defined under HIPAA), this Section 3 of this Agreement will apply and will be the BUSINESS ASSOCIATE AGREEMENT. To the extent that SUBSCRIBER is not a Covered Entity, this Section 3 will be of no force or effect.

A. Background

MCP is acting as a Business Associate as defined in the regulations codified at 45 CFR Pars 160, 162 and 164 (The “HIPAA Rules”) promulgated under HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 and related regulations and guidelines (The “HITECH ACT”). In connection with this Business Associate agreement, either party may disclose to the other certain patient data, including Protected Health Information (“PHI”) (which, for purposes of this business associate agreement, shall include electronic protected health information or “EPHI”), that is subject to protection under the HIPAA rules. HIPAA, and the HITECH ACT are collectively referred to herein as “HIPAA/HITECH”.

B. Definitions

- i. Individual. “Individual” will have the same meaning as the term “individual” in 45 CFR § 64.501 and will include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- ii. HIPAA Privacy Rule. “HIPAA Privacy Rule” will mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- iii. Protected Health Information, “Protected Health Information” or “PHI” will have the same meaning as the term “protected health information” in 45 CFR § 164.501, limited to the information created or received by MCP from or on behalf of PROVIDER.
- iv. Required by Law. “Required By Law” will have the same meaning as the term “required by law” in 45 CFR § 164.501.
- v. Secretary. “Secretary” will mean the Secretary of the Department of Health and Human Services or his/her designee.
- vi. Breach. “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term “breach” does not include: (i) any unintentional acquisition, access, or use of PHI by an employee or individual acting under the authorize of Receiving Party if such acquisition was made in good faith and within the course and scope of employment or other professional relationship, and such information is not further accessed or disclosed, or (ii) any inadvertent disclosure from an otherwise authorized individual to a similarly situated individual at the same facility, provided that any such information is not further used or disclosed.
- vii. Security Incident. “Security Incident” shall mean the attempted (other than those routinely blocked by protective software/systems) or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- viii. Security Rule. “Security Rule” shall mean the regulations promulgated by the Secretary of HHS to implement portions of HIPAA that concern the security of Electronic PHI, as may be amended or otherwise changed from time to time. These regulations include 45 CFR Part 160, Subpart A and 45 CFR Part 164, Subparts A and C.
- ix. Subcontractor. “Subcontractor” shall mean a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- x. Unsecured PHI. “Unsecured PHI” shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary of HHS in any annual guidance published pursuant to the HITECH Act specifying the technologies and methodologies that render PHI unusable, unreadable, or indecipherable to unauthorized persons.

Other terms used in this Section 3, but not defined in this Agreement will be defined as they are defined in the HIPAA Privacy Rule.

C. Obligations and Activities of MCP

MCP agrees to:

- i. Not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

- ii. Use reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of the Protected Health Information,
- iii. Mitigate, to the extent practicable, any harmful effect that is known to MCP of a use or disclosure of Protected Health Information by MCP in violation of the requirements of the Section 3.
- iv. Report to SUBSCRIBER any use or disclosure of the Protected Health Information not provided for by this Section 3, or Security Incident, of which it becomes aware.
- v. Ensure that any agent, including a subcontractor, to whom it provides Protected Health Information, agrees to the same restrictions and conditions that apply through this Section 3 to MCP with respect to such information.
- vi. Provide access, at the request of SUBSCRIBER to Protected Health Information in a Designated Record Set, to SUBSCRIBER or, as directed by SUBSCRIBER, to an Individual in order to meet the requirements under 45 CFR § 164.524.
- vii. Make any amendment(s) to Protected Health Information in a Designated Record Set that the SUBSCRIBER directs or agrees to pursuant to 45 CFR § 164.526 at the request of SUBSCRIBER or an Individual, and in the time and manner mutually acceptable to MCP and SUBSCRIBER.
- viii. Make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information available to the Secretary, in a time and manner or designated by the Secretary, for purposes of the Secretary determining SUBSCRIBER'S compliance with the HIPAA Privacy Rule.
- ix. Document such disclosures of Protected Health Information and information related to such disclosures as would be required for SUBSCRIBER to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- x. Provide to SUBSCRIBER or an Individual in timely manner information collected in accordance with Section (i) of this Agreement, to permit SUBSCRIBER to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- xi. Comply with the security and privacy provisions of HIPAA made applicable to business associates under the HITECH act with respect to the Protected Health Information.
- xii. Ensure that any PHI is secured so that it does not qualify as Unsecured PHI.

D. Permitted Uses and Disclosures by MCP

a. General Use and Disclosure Provisions

- a. Except as otherwise limited in this Section 3, MCP may use or disclose Protected Health Information to provide the Products to SUBSCRIBER if such use or disclosure of Protected Health Information would not violate the HIPAA Privacy Rule if done by SUBSCRIBER.
- b. Except as otherwise limited in this Section 3, MCP may use Protected Health Information for the proper management and administration of MCP or the Products or to carry out the legal responsibilities of the MCP.
- c. Except as otherwise limited in this Section 3, MCP may use Protected Health Information to provide Data Aggregation services to SUBSCRIBER as permitted by 42 CIK §164.504(e)(2)(i)(B).
- d. De-identify any and all PHI, provided that the de-identification conforms to the requirements of 45 CFR § 164.514(b) and that Receiving Party maintains such documentation as required by applicable law, as provided for in 45 CFR § 164.514(b). The Parties understand that properly de-identified information is not PHI under the terms of this agreement.
- e. To report violations of law to appropriate Federal and State authorities.

E. Obligations of SUBSCRIBER

SUBSCRIBER will:

- a. Notify MCP of any limitation(s) in its notice of Privacy practices of SUBSCRIBER in accordance with 45 CFR § 164.520, to the extent that such limitation may affect MCP'S use or disclosure of Protected Health Information.
- b. Notify MCP of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect MCP'S use or disclosure of Protected Health Information.
- c. Notify MCP of any restriction to the use or disclosure of Protected Health Information that SUBSCRIBER has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect MCP'S use or disclosure of Protected Health Information.
- d. Use any Product only in the manner in which is was intended.

- e. Agree not to share account access information such as usernames or passwords, or any information that may permit another person to access SUBSCRIBER account with MCP, and take full responsibility for the protection of their account login credentials, including adequately protecting their computer from viruses and other malware.
- f. Not request that MCP use or disclose the Protected Health Information in any manner that would not be permissible under HIPAA if done by SUBSCRIBER.
- g. Comply with HIPAA, including all notification requirements under the HITECH Act.

F. Breach and Termination

- a. Upon PROVIDER'S knowledge of a material breach of this Section 3 by MCP, SUBSCRIBER will either:
 - i. Provide an opportunity for MCP to cure the breach or end the violation and terminate this Agreement if MCP does not cure the breach or end the violation within the reasonable time specified by the SUBSCRIBER;
 - ii. Immediately terminate this Agreement if MCP has breached a material term of this Agreement and cure is not possible; or
 - iii. If neither termination nor cure is feasible, SUBSCRIBER may report the violation to the Secretary.
- b. Effect of Termination:
 - i. Except as otherwise provided in this Agreement, upon termination of this Agreement, for any reason, MCP will return to SUBSCRIBER or destroy all Protected Health Information. MCP will retain only that PHI that is necessary to continue its proper management and administration, or to carry out its legal responsibilities until such time as it is no longer needed for its proper management and administration or to carry out its legal responsibilities. This provision will apply to Protected Health Information that is in the possession of subcontractors or agents of MCP.
 - ii. In the event that MCP determines that returning or destroying the Protected Health Information is infeasible, MCP will provide to SUBSCRIBER notification of the conditions that make return or destruction infeasible. MCP will extend the protections of this Section 3 to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to the purposes that make the return or destruction infeasible, for so long as MCP maintains such Protected Health Information.
- c. Amendment. MCP agrees to take such action as is necessary to amend this Section 3 from time to time as is necessary for MCP and SUBSCRIBER to comply with the requirements of HIPAA and such amendments will be effective upon their posting to this website by MCP.
- d. Ambiguity. Any ambiguity in this Agreement will be resolved to permit PROVIDER to comply with the Privacy Rule.

4. Other Terms and Conditions

A. Payment

Access to the Products, or to certain features of the Products, may require you to pay fees. Before you are required to pay any fees, you will have an opportunity to review and accept the applicable fees that you will be charged. All fees are in U.S. Dollars and are non-refundable except as expressly provided in our Refund Policy. MCP may change the fees for a Product or any feature of a Product, including by adding additional fees or charges, on a going-forward basis at any time. MCP or its third party payment processor will charge the payment method you specify at the time of purchase. You authorize MCP to charge all sums described herein to such payment method. If you pay any applicable fees with a credit card, MCP may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

For any subscription to a Product, that subscription will continue unless and until you cancel your subscription or we terminate it. You must cancel your subscription before it renews in order to avoid billing of the next period's (i.e., month's or year's) subscription fees to your payment method. We will bill the periodic subscription fee to the payment method you provide to us during registration (or to a different payment method if you change your account information).

You acknowledge and agree that any credit card and related billing and payment information that you provide to MCP may be shared by MCP with companies who work on MCP's behalf, such as payment processors or credit agencies, solely for the purpose of checking credit, effecting payment to MCP and servicing your account. The terms of your payment will be based on your chosen payment method and may be determined by agreements between you and the financial institution providing such payment method. Check with your bank and credit card issuers for details. If your payment method for any Product fails or your account is past due; (i) you agree to pay all amounts due on your MCP account upon demand; (ii) MCP may collect fees owed using other collection mechanisms (this includes charging other payment methods on file with us); and (iii) MCP reserves the right to either suspend or terminate your access to one or more Products or your account with MCP. Upon any such termination, you will remain obligated to pay all outstanding fees and charges relating to your account and your use of the Product before termination.

B. Indemnity

You agree to indemnify and hold MCP and its subsidiaries, affiliates, officers, agents, customers or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Products, your violation of this Agreement, your violation of any rights of another, or any disputes between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (and without limiting your indemnification obligations with respect to such matter), and in such case, you agree to cooperate with our defense of such claim.

C. Disclaimer of Warranty

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (a) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MCP EXPRESSLY DISCLAIMS 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; (b) MCP MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED; (c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL; AND (d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MCP OR THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights, which vary from state to state.

D. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT MCP WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MCP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE PRODUCTS. MCP'S TOTAL AGGREGATE LIABILITY, AND THE LIABILITY OF OUR SUPPLIERS, TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO MCP IN THE 3 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, AND (B) \$100.

TO THE EXTENT THE LAW PERMITS, YOU RELEASE US FROM ANY CLAIMS OR LIABILITY RELATED TO ANY CONTENT POSTED ON YOUR SITE OR IN ANY MATERIALS YOU PRESENT USING OUR PRODUCTS

AND FROM ANY CLAIMS RELATED TO THE CONDUCT OF ANY OTHER CUSTOMERS OF OURS. YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 (IF YOU ARE A CALIFORNIA RESIDENT), AND ANY SIMILAR PROVISION IN ANY OTHER JURISDICTION (IF YOU ARE A RESIDENT OF SUCH JURISDICTION).

EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 4(D) WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Some states do not allow the limitation of liability, so the foregoing limitation may not apply to you.

E. Limited License

Subject to your compliance with this Agreement, MCP hereby grants to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Products in the manner and for the purposes intended by MCP. You will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of, or found at or through the Products or any software, documentation, or data related to the Products^{“”}; remove any proprietary notices or labels from the Products; modify, translate, or create derivative works based on the Products; or copy, distribute, pledge, assign, or otherwise transfer or encumber rights to the Products.

F. Digital Millennium Copyright Act

- i. **DMCA Notification.** We comply with the provisions of the Digital Millennium Copyright Act applicable to internet service providers (17 U.S.C. §512, as amended). If you have any complaints with respect to material posted on the Products, you may contact our Designated Agent at the following address:

My Clients Plus, LLC
8508 W. Gage Blvd, Ste B101
Kennewick, WA 99336
E-mail: info@myclientsplus.info

Any notice alleging that materials hosted by or distributed through the Products infringe intellectual property rights must include the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
 - b. a description of the copyrighted work or other intellectual property that you claim has been infringed;
 - c. a description of the material that you claim is infringing and where it is located on the Products;
 - d. your address, telephone number, and email address;
 - e. a statement by you that you have a good faith belief that the use of the materials on the Products of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
 - f. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
- ii. **Repeat Infringers.** MCP will promptly terminate without notice the accounts of users that are determined by MCP to be “repeat infringers.” A repeat infringer is a user who has been notified of infringing activity more than twice or has had User Content removed from the Products more than twice.

G. Prohibited Conduct

BY USING THE SERVICE YOU AGREE NOT TO:

- i. use the Products for any illegal purpose, or in violation of any local, state, national, or international law;
- ii. violate, or encourage others to violate, the rights of third parties, including by infringing or misappropriating third party intellectual property rights or by disclosing any personally identifying information or private information about any person without his or her (or parental, if applicable) consent;
- iii. post, upload, or distribute any User Content or other content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
- iv. interfere with security-related features of the Products, including without limitation by (i) disabling or circumventing features that prevent or limit use or copying of any content, or (ii) reverse engineering or otherwise attempting to discover the source code of the Products or any part thereof except to the extent that such activity is expressly permitted by applicable law;
- v. interfere with the operation of the Products or any user's enjoyment of the Products, including without limitation by: (1) uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code; (2) making unsolicited offers or advertisements to other users of the Products; (3) attempting to collect, personal information about users or third parties without their consent; or (4) interfering with or disrupting any networks, equipment, or servers connected to or used to provide the Products, or violating the regulations, policies, or procedures of such networks, equipment, or servers;
- vi. perform any fraudulent activity including impersonating any person or entity, claiming false affiliations, accessing the Products accounts of others without permission, or falsifying your age or date of birth;
- vii. sell or otherwise transfer the access granted herein or any Materials (as defined in Section 4(J)) or any right or ability to view, access, or use any Materials; or
- viii. attempt to do any of the foregoing in this Section 4(G), or assist or permit any persons in engaging in any of the activities described in this Section 4(G).

H. "Third-Party" Website and Services.

This website may contain links to websites that are controlled by third parties and access to certain third-party services, which may include, without limitation, telecommunications services, Payment Processing Services and other payment intermediaries or websites (each, a "**Third Party Service**"). Any Third Party Service accessed from this website or any of the Products is independent from us and we have no control over, and assume no responsibility for, the content, privacy policy, terms of use and practices of such website or service. Any such Third Party Service may have terms of use and a privacy policy different than ours and you should review the applicable terms and policies, including privacy and data gathering practices before proceeding.

We may terminate any Third Party Service's ability to interact with any of the Products at any time, with or without notice, and in our sole discretion, with no liability to you or to the third party. Any Third Party Service may take actions to impact our ability to make available some or all of the features of the Products at any time, with or without notice, and we will not be liable to you or to the third party for any such actions. We accept no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of, any Third Party Services.

I. Intellectual Property Matters.

The Products are owned and operated by MCP. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Products (the "**Materials**") provided by MCP are protected by all relevant intellectual property and proprietary rights and applicable laws. All Materials contained in the Products are the property of MCP or our third-party licensors. Except as expressly authorized by MCP, you may not make use of the Materials. MCP reserves all rights to the Materials not granted expressly in this Agreement.

J. Account Access; Termination.

If you violate any provision of this Agreement, your permission to use the Products will terminate automatically. We may, in our sole discretion, terminate your MCP account or your access to or use of the Products, disable your MCP account or

access to the Products, remove all or a portion of your content, or put your MCP account on inactive status, in each case at any time, with or without cause, with or without notice and without refund. We will have no liability to you or any third party because of such termination or action, except that we will refund a pro rata portion of any prepaid amount if we terminate you without cause. Unless you or we terminate your account, you will continue to be responsible for paying any amounts owed to us hereunder. Upon termination of this Agreement, any provision that by its nature or express terms should survive will survive such termination or expiration, including, but not limited to, Sections 2, 4(A)-(D), 4(I), 4(J), and 4(L)-(P).

K. Username and Password.

You are responsible for maintaining the security of your MCP account, passwords and files. We will accept the instructions of any individual who claims to be authorized to direct changes to your MCP account so long as such person presents your username and password or provides other appropriate account identifying information, as determined by us in our sole discretion, by email or by phone, or through a Third Party Service, if any, through which you access the Products. We have no knowledge of your organizational structure, if you are registering for the Products as an organization, or your personal relationships, if you are a person. You will be solely responsible and liable for any activity that occurs under your username and we will not be responsible for the actions of any individuals who misuse or misappropriate your content or other assets using your username and password or other appropriate account identifying information. You agree to notify us immediately of any unauthorized use of your MCP account or any other breach of security.

L. Governing Law

This Agreement will be governed by the laws of Washington.

M. Notices

Notices to you may be made via email, regular mail, or the Products may also provide notices of changes to this Agreement or other matters by posting notices or links to notices generally on the Products. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

N. Assignment

You may not assign any of your rights hereunder. We may assign all rights to any other individual or entity in our sole discretion.

O. Entire Agreement/Relation to Services Agreement Between Parties

This Agreement constitutes the entire agreement between you and MCP and governs your use of the Products, superseding any prior agreements between you and MCP. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. This Agreement and the relationship between you and MCP will be governed by the laws of the State of Washington, USA without regard to its conflict of law provisions. You and MCP agree to submit to the personal and exclusive jurisdiction of the state courts located within the county of Benton County, Washington, USA, and federal courts located within Spokane County, Washington. We operate the Products from our offices in Washington, and we make no representation that Materials included in the Products are appropriate or available for use in other locations. The failure of MCP to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Products or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

There are no understandings or agreements relating to this Agreement which are not fully expressed in this Agreement and no change, waiver, or discharge of obligations arising under this Agreement will be valid unless, in writing and executed by the Party against whom such change, waiver, or discharge is sought to be enforced.

P. Contacting MCP

The Products are offered by My Clients Plus, LLC., located at 8508 W. Gage Blvd, Ste B101 Kennewick, WA 99336. You may contact us by sending correspondence to the foregoing address or by emailing us at info@myclientsplus.info. If you are a California resident, you may have this Agreement mailed to you electronically by sending a letter to the foregoing address with your electronic mail address and a request for this Agreement.