

Medcurial, Inc.
USER AGREEMENT

User Acceptance of Terms.

READ THIS AGREEMENT CAREFULLY BEFORE USING THE **ON-LINE HEALTH RECORD SYSTEM (THE "SYSTEM")** OFFERED BY **MEDCURIAL, INC. ("WE" OR "US")**. BY CLICKING "SIGN UP" OR BY USING THE SYSTEM IN ANY MANNER, **YOU AGREE TO THE LEGALLY BINDING TERMS AND CONDITIONS CONTAINED HEREIN**. Do not click "Sign Up" nor use the System unless you fully agree with these terms and conditions. You and We/Us may each be referred to herein as a "Party" or collectively, as the "Parties."

We may modify the terms and conditions in this Agreement by posting the revised version on this Website at any time without further notice to You. It is Your responsibility to periodically check this Agreement for changes. Your continued use of the System after the posting of any revised version of this Agreement constitutes Your acceptance of the revised version.

1. Definitions.

"Authorized Workforce" means those members of Your Workforce who are individually authorized by You and Us to have access to the System and to whom We have assigned a unique identifier to access the System.

"Confidential Information" means any information that is treated or designated by Us as confidential or proprietary, or that can be reasonably inferred by its nature as confidential or having value to our competitors, including but not limited to, any information concerning our business, finances, current and future products and services, trade secrets, workforce, clients and investors. Confidential Information does not include information that becomes known to the general public other than as a result of a breach of any obligation by You. Confidential Information, as used in this Agreement, shall not include individual's health information.

"De-Identified Health Information" means health information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual.

"De-Identified Information" means De-Identified Health Information and De-Identified Personal Information.

"De-Identified Personal Information" means personal information from which an individual user's unique identifiers have been removed and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual.

“Effective Date” means the date when we have expressed to You Our confirmation of Your enrollment to the System.

“Personal Information” means information that personally identifies You as a user of the System, including all information concerning You and Your use of the System that is not Protected Health Information.

“Protected Health Information” means any information concerning any individual that You provide to the System that relates to the past, present, or future physical or mental health or condition of such individual; the provision of health care to such individual; or the past, present, or future payment for the provision of health care to such individual; and which information identifies such individual or with respect to which there is a reasonable basis to believe the information can be used to identify such individual.

“System” means the On-Line Health Record System operated by Us, including all software, whether stand-alone software or browser plug-in, that may be provided by Us for use with the On-Line Health Record System, and all documentation provided by Us in relation thereto, whether paper or electronic.

“Term” means the initial term and all renewal terms of this Agreement as provided in Sec. 10.

“User” means You or any other user of the System.

“User ID” means a unique user identification assigned to an individual user pursuant to Sec. 3.

“Workforce” means employees, agents and independent contractors.

“Your Health Information” means Protected Health Information that You or Your Workforce enter into the System.

2. Right to Use the System.

2.1. We hereby grant You a personal, worldwide, royalty-free, non-assignable, non-exclusive and limited right to use the System for any purpose expressly permitted by applicable law, but subject to Your full compliance with the terms and conditions set forth in this Agreement. You will not:

- (a) use the System for time-sharing, rental or service bureau purposes;
- (b) make the System, in whole or in part, available to any other person, entity or business;
- (c) copy, reverse engineer, decompile or otherwise attempt to extract source

code from the System;

(d) modify the System or any part thereof or combine it with any other software not provided nor approved by Us;

(e) use the System in any manner that may infringe on any third party's intellectual property rights or other personal or proprietary rights;

(f) violate any applicable laws, including but not limited to, laws pertaining to the security and confidentiality of patient and other health information;

(g) abuse nor misuse the System, nor use the System in any manner that interferes with other Users' use of the System;

(h) use the System to advise, diagnose or otherwise treat other Users of the System;

(i) use any mechanism, device or tool that will prevent the placement of advertisements in the System.

You will not obtain any rights to the System other than the limited rights expressly granted by this Agreement.

2.2. The System may include third-party software and services that may require You to enter into separate subscription or licensing agreements with third-party vendors. You agree to execute and comply with such agreements as may be required for the use of such third-party software and services. By using the System or such third-party software or services, You agree to be bound by the terms and conditions of such agreements.

2.3. You will comply with the terms and conditions of this Agreement and all laws and regulations applicable the use of the System and the information contained therein. You will not undertake or permit any unlawful use of the System, or take any action that would render the operation or use of the System by Us or any other User unlawful. We offer no assurance that Your use of the System under the terms and conditions of this Agreement will not violate any law or regulation applicable to You.

2.4. You shall be solely responsible for the use of the System by You and Your Authorized Workforce, and You shall indemnify us and hold us free and harmless from any claim, cost or liability that may arise from such use, including reasonable attorney's fees.

3. System Access.

3.1. User Identification. We will assign to You and to each member of Your Authorized Workforce a unique User ID that will be used to access the System. You shall be responsible for keeping the confidentiality of such User IDs and ensuring that these shall not be used by any unauthorized person or entity. You shall not acquire ownership over such User IDs and We may revoke or change them at any time at Our sole discretion.

3.2. Your Authorized Workforce. You may authorize members of Your Workforce to access and use the System on Your behalf, provided that, You will:

3.3.1. obtain a unique User ID from Us for each member of Your Authorized Workforce;

3.3.2. ensure the compliance of such members of Your Authorized Workforce to the terms and conditions of this Agreement;

3.3.3. ensure that access to the System shall be limited only to You and Your Authorized Workforce

3.3. No Third-Party Access. Except as may be required by law, You will not permit any third party, other than Your Authorized Workforce to have access to the System without Our prior written consent. You will promptly notify Us of any order or demand for compulsory disclosure of health information that will require access to the System and You will cooperate with Us fully in connection with any such order or demand.

3.4. Security. You shall implement and maintain reasonable and appropriate organizational, physical and technical measures intended for the protection of information contained in the System against any unlawful or unauthorized access, accidental or unlawful destruction, alteration, misuse and disclosure. You shall promptly notify Us of any breach or suspected breach of the security of the System, or any unauthorized use or disclosure of information within the System and You will take such measures as to mitigate the breach or suspected breach and cooperate with Us in investigating and mitigating such breach. We shall not be liable for any such unlawful or unauthorized access, accidental or unlawful destruction, alteration, misuse and disclosure of Your data.

4. Use of Information.

4.1. Purpose of the System. The purpose of the System is to store Your Health Information and to make it available to You and Your Authorized Workforce, as well as to facilitate the sharing of general health-care information, resources, and De-Identified Health Information among Users. You authorize Us to use and disclose Your Health Information as follows, subject to the recipient's agreement to comply with the terms and conditions of this Agreement and with applicable laws and regulations relating to the use and disclosure of health information:

4.1.1. We will grant unrestricted access to Your Health Information to You and Your Authorized Workforce;

4.1.2. We may De-Identify Your Health Information and Your Personal Information, and use and disclose such De-identified Information pursuant to Sec. 5;

4.1.3. We may use Your Health Information in order to generate analyses and reports for You. Such reporting will be done in a manner that does not make any unauthorized or illegal disclosure of Your Health Information.

4.1.4. We may aggregate Your De-Identified Health Information with those of other Users, and share such aggregated information among Users.

4.1.5. We may use Your Health Information for the proper management and administration of the System and our business, and to carry out our legal responsibilities. We may permit access to the System by our system developers on a “need to know” basis only and under appropriate confidentiality agreements.

4.2. Responsibility for Misuse by Other Users. You acknowledge that while the System contains certain technical safeguards against misuse, it will rely to a substantial extent on the representations and undertakings of its Users. You agree that We will not be responsible for any unlawful access to or use of Your Health Information by any User resulting from such User's misrepresentation to Us or breach of such User to the terms and conditions of this Agreement.

4.3. Protected Health Information. You are solely responsible for all information and materials, whether publicly posted or privately transmitted, that You upload, post, transmit, email or otherwise make available to the System. You agree that You are solely responsible for ensuring that Your Health Information may be properly and legally disclosed for the purposes set forth in this Agreement. You shall obtain any necessary consents, authorizations or releases from individuals, as well as provide such individuals with the notices, information, and such other rights that may be legally required for making their health information available through the System for the purposes set forth in this Agreement. You shall indemnify Us and hold us free and harmless from any claims or liabilities that may arise, resulting from Your failure to comply with the foregoing or with any applicable law or regulation concerning the disclosure to and use through the System of Protected Health Information.

4.4. Clinical Support Information. We may provide You with general health-care information and resources through the System. We may also provide the System's users with a forum for information exchange and discussion. You may use such information and resources to aid You in Your clinical decision-making. However, You acknowledge that all such information and resources made available through the System are solely for informational and educational purposes only and shall not constitute nor be used as substitute for professional advice, diagnosis nor treatment. Information may be posted on the System by Us or by third parties beyond Our control. We make no representation nor warranty as to the quality, suitability, accuracy or completeness of such information, nor as to the qualifications and competence of the persons who posted them. You assume full risk and responsibility for the use of any information or resource You obtain from the System. You agree to hold Us free and harmless from any liability arising from the use of

such information and resources.

4.5. Verification. You agree that Your use of the System is subject to verification by Us of Your identity and credentials as a health-care practitioner. You agree that We may use and disclose Your Personal Information for such purposes, including but not limited to, making inquiries to third parties regarding Your identity and professional credentials. You authorize such third parties to disclose to Us such information for such purposes and You shall hold them and Us free and harmless from any liability arising from such disclosure.

5. Intellectual Property Rights.

5.1. Individually Identifiable Information. Except as provided for under Sec. 5.2., You retain all rights over Your Personal Information and Protected Health Information.

5.2. De-Identified Information. You hereby transfer and assign to us all right, title and interest in and to all De-Identified Information. You agree that We may use, disclose, market, license and sell such De-Identified Information for any purpose without restriction. You further acknowledge that You have no interest in such De-Identified Information, or in the proceeds of any sale, license or other commercialization thereof. You acknowledge that the rights conferred by this Section are the principal consideration for granting You to use the System, without which We would not enter into this Agreement.

5.3. Other Information. Except for Protected Health Information and Personal Information, You agree that We will exclusively own all other information, material or work product ("Content") provided by You to the System. By submitting such Content to the System, You assign to Us all intellectual property rights thereto. We may use, disclose, market, license and sell such Content, and/or create derivative works therefrom. You agree that You have no interest in such Content nor in the proceeds of any sale, license or other commercialization thereof. You warrant and agree that any such Content that You provide to the System will not infringe on the intellectual property right or other rights of any third-party, and will not otherwise be in violation of any law.

6. Advertisements and Third-party Sites.

6.1. Advertisements. We may receive remuneration from suppliers of products and services and post their advertisements unto the System, so that you may see such advertisements when you use the System. Advertisements may be tailored according to Your profile or to Your use of the System. However, unless we obtain Your consent, we shall not disclose to any supplier any information pertaining to You that may enable such supplier to market its products or services directly to You.

6.2. Third-party Sites. The System may contain hyperlinks to websites operated by third parties. Such links do not constitute nor imply our endorsement of such third parties and their goods or services, or of the content of their websites. We have no responsibility for any information, goods or services offered or provided by such third parties, nor for the manner by which they conduct their operations. Your use of such third-party websites or of the goods and services offered by them, or Your reliance on information provided by them shall be entirely at Your own risk.

7. Fees and Charges.

7.1. Service Fees. We do not charge any service fees for our “free” advertisement-supported System. However, if you elect to use our advertisement-free System, we will be charging You our standard service fee. You may also request for additional goods or services from Us for which You will be charged additional fees.

7.2. Payment. You agree to pay Our fees and all applicable taxes (except taxes on Our net income) according to the terms stated in the Subscription Order.

7.3. Late Charges. Fees not paid within ten (10) days of the due date are subject to a late charge of five percent (5%) of the amount owing, plus interest thereafter at the rate of one and one-half percent (1.5%) per month on the outstanding balance. Failure to pay fees within ten (10) days of the due date may result in termination of Your access to the System without further notice. A reconnection fee equivalent to one (1) month's standard service fee shall be imposed to reestablish connection in cases where access was terminated due to non-payment.

8. Confidential Information.

8.1. Non-disclosure. You agree to use the same degree of care to prevent the unauthorized use or disclosure of Confidential Information as You would use to protect Your own confidential information, but in any event with no less than a reasonable degree of care. You agree that at all times You will hold in strict confidence and not disclose Confidential Information or any portion thereof except to members of Your Workforce who have a bona fide “need to know” such information to fulfill the purposes under this Agreement and who are bound by confidentiality requirements at least as restrictive as those contained herein. You shall immediately notify Us in the event of any loss or unauthorized disclosure of any Confidential Information and will cooperate with Us in every way to regain possession of such Confidential Information and prevent its further disclosure.

8.2. Equitable Relief and Remedies. You acknowledge that, in the event of any breach of Your obligations set forth in this Sec. 8, We may not have an adequate remedy in money or damages. We will therefore be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction

immediately upon request. Our right to obtain such relief shall not limit Our right to obtain other remedies. You will be responsible and primarily liable for, and shall indemnify Us from and against any and all claims, demands, actions, losses, damages, liabilities, costs and expenses incurred or sustained as a result of such breach.

9. Disclaimer and Limitation of Liability.

9.1. Third-party Carriers and Internet Service Providers. You acknowledge that access to the System will be provided and information will be transmitted over various facilities and communication lines that are owned, operated and maintained by third-party carriers, utility and service providers. The use of such facilities and communication lines shall be solely at Your own risk. We shall not be responsible for the integrity, security, reliability and confidentiality of such facilities and communication lines. You agree that We shall not be liable for any delay, failure, interruption, interception, loss, or corruption of any information attributable to its transmission over the said facilities and communication lines.

9.2. No Warranties. We provide access to the System and the information contained therein "as is" and "as available." We do not make any commitments as to the information in the System, the specific function of the System, or their reliability, availability or ability to meet Your needs. Except as expressly provided for in this Agreement, We do not make any warranties or commitments of any kind, such as the implied warranty of merchantability, fitness for a particular purpose and non-infringement.

9.3. Limitation of Liability. Under no circumstances shall We be liable for any claim based upon any third-party claim or for any consequential, incidental, indirect, punitive or special damages of any nature whatsoever, including without limitation any damages arising out of or in connection with any malfunction, delay, loss of data, loss of profit, interruption of service or loss of business or anticipatory profits, even if We have been apprised of the likelihood of such damages occurring. We will not be considered to be in breach of this Agreement unless You have first given Us notice specifying the nature of the default, and We have failed within thirty (30) days from receipt of such notice to cure such default, or if cure within such period is impracticable, to diligently take steps to cure such default. Notwithstanding anything to the contrary contained in this Agreement, Our entire or aggregate liability under this Agreement, regardless of theory of liability, shall in no event exceed the aggregate fees actually paid by You to Us under this Agreement for the six (6) month period immediately preceding the event that first gave rise to the claim.

10. Term and Termination.

10.1. Term. The initial term of this Agreement shall commence from the Effective Date and continue for a period of one (1) year or unless sooner terminated as

provided for under this Section.

10.2. Termination Upon Prior Notice. Either Party may terminate this Agreement at any time without cause upon thirty (30) days prior written notice to the other Party.

10.3. Immediate Termination, Suspension or Amendment. We may immediately terminate, suspend or amend this Agreement without liability, and upon notice to You:

(a) to comply with any provision of law, order or regulation issued by any government agency;

(b) if the continued performance of any term or condition of this Agreement by either Party would cause it to be in violation of law;

(c) if You are named as a defendant in a criminal proceeding;

(d) if a finding or stipulation is made or entered into in any administrative or civil proceeding that You have violated any legal requirement or standard relating to the privacy or security of health information;

(e) You cease to be qualified to provide services as a health care professional, or We are unable to verify your qualifications as such.

10.4. Suspension of Access. We may immediately suspend access to the System by You or Your Workforce if we determine, at our sole discretion, that You or any member of Your Workforce have committed any breach of this Agreement, or if access to or use of the System by You or any member of Your Workforce may jeopardize the System or the confidentiality, privacy, security, integrity or availability of information within the System, or if any person is or may be making unauthorized use of the System with any User ID assigned to You or a member of Your Workforce. We may terminate the access of any member of Your Authorized Workforce upon the termination or change in status of his employment with You. Our election to suspend the Services shall not waive or affect Our rights to terminate this Agreement or to avail of other remedies provided to Us by law or this Agreement.

10.5. Obligations After Termination. Upon termination of this Agreement for any reason, You will cease to use the System and we will terminate Your access to the System. You will pay to Us any outstanding fees due to Us at the time of termination. If any material has been provided by Us to You in relation to the System, You will return to Us all such materials. We will provide You with a copy of Your Health Information in an electronic form that is accessible through commercially available hardware and software that You may purchase from third parties. We will, if feasible, destroy all Protected Health Information received from You or Your Workforce and retain no copies of such information. If destruction is not feasible, We will limit further uses and disclosures of such information to those purposes that make such destruction of the information infeasible. You acknowledge that We may retain De-Identified Information and other information, except for Protected Health Information, for purposes set forth under Sec. 5.2 and

5.3.

11. Governing Law; Jurisdiction.

The interpretation and enforcement of this Agreement will be governed by the laws of the Republic of the Philippines as it applies to a contract executed, delivered, and performed solely in such country and the Parties agree that any legal action arising out of or in conjunction with this Agreement or any breach thereof shall be brought and prosecuted in an appropriate court of competent jurisdiction within Pasig City, Philippines, to the exclusion of all other venues.

12. Non-Assignability.

This Agreement, or any right or obligation hereunder, may not be assigned or transferred by You without Our prior written consent.

13. Effects of Force Majeure.

Each Party shall be excused from performing any of its obligations under this Agreement, in whole or in part, for any period and to the extent that it is prevented from such performance, by causes beyond the reasonable control of and without the fault nor negligence of such Party. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, failures of third-party vendors, power failures, earthquakes, floods or other natural disasters ("Force Majeure Events").

14. Severability.

If any provision of this Agreement is proven to be invalid, void, illegal or unenforceable, such provision shall not in any way affect, impair nor invalidate any other provision of this Agreement, and such other provisions shall continue to be in full force and effect.

15. Notices.

Whenever under this Agreement one Party is required or permitted to give notice to the other, such notice shall be sent by Philippine mail or fax transmission to the address specified below, or to such other address as the Parties may later designate in writing. If You have provided Us with an email address, We may give notice by email message sent to such address; provided that if We receive notice that the email message was not delivered, We will give the notice by Philippine mail or fax.

To Us:

Unit 502 Orient Square Building F. Ortigas Ave, Pasig City

To You:

At the address provided to Us when You registered as a User of the System.

16. No Waiver.

No delay or omission by either Party in exercising any right or power shall impair such right or power or be construed as a waiver. A waiver by either Party of any obligation to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other obligation. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

17. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and there are no prior or contemporaneous, oral or written, representations, understandings or agreements relating to this subject matter which are not fully expressed herein or in subsequent revised versions of this Agreement that We may later post on this Website.

18. Competence and Full Understanding.

You represent and warrant to Us that You are competent and capable of entering into a binding contract. You acknowledge that You have fully read this Agreement in its entirety and have had full opportunity to study and review this Agreement. You acknowledge that You have fully understood the terms and conditions under this Agreement.