

Terms of Use for Physicians

Your access to and use of CompliantCoupons.com, any future corresponding application software (“app”) and the services associated with the use of this website and the app are conditioned upon your agreement to these Terms of Use (“Terms”). By accessing and using the website, the app and the services associated with the website and app (collectively referred to as “Services”), you (the “Physician”) are expressing your agreement to the Terms. This is a legally binding contract and the Physician must be at least eighteen (18) years of age and a licensed physician to use the Services.

Intellectual Property: Intellectual property featured on the website or app, including, but not limited to, any trademarks, copyrighted materials, and any other property of CompliantCoupons.com (“property”), provided or otherwise utilized pursuant to the Terms, is and will remain the property of CompliantCoupons.com, and neither the Physician nor any other user will have any claim to ownership of such property, nor will the Physician use such property, except as expressly permitted by CompliantCoupons.com, pursuant to these Terms, or as otherwise agreed in writing by the parties.

Third Party Use: Under no circumstances will the Physician allow any third party to use, copy, duplicate, take permanent possession of, or otherwise take independent custody and control of any of the property. Each physician must register separately with CompliantCoupons.com. CompliantCoupons.com may, in its sole discretion, revoke the use of the Services from any physician, including but not limited to the Physician, for violating these Terms and any monies paid by any such party, including, but not limited to the Physician, will not be refunded.

CompliantCoupons.com has offered various levels of subscription to the Physician. The Physician shall remit payment consistent with the subscription level chosen for a minimum of one year unless otherwise specified. No fees per coupon used are assessed, nor are discounts given, for heavy website traffic. Fees are solely assessed based on subscription level chosen, and commensurate advertising space received. Patients will not be charged for coupons. Patients may print or download coupons to a mobile device, and the stated discount on the coupon is to be applied when the patient is charged for services and not before.

Limitation of Liability: CompliantCoupons.com assumes no responsibility whatsoever for the acts or omissions of the Physician in using the Services of CompliantCoupons.com, or otherwise operating their own independent business over which CompliantCoupons.com has no ownership or control and assumes no liability.

CompliantCoupons.com will not be liable to the Physician or to any other person whatsoever, for any loss, damage or

claim occasioned by the acts or omissions of Physician, or claims of a third party, including insurance regulatory agencies, as they may relate, or be alleged to relate, to these Terms or any other relationship between CompliantCoupons.com or such third party (referred to collectively as “claims”). The Physician will, therefore, indemnify and hold CompliantCoupons.com harmless from and against any and all claims.

The Physician, employees of the Physician, and others affiliated with the Physician (referred to collectively as “authorized users”), may use, and receive training or materials related to, the Services, subject to any conditions of use required by CompliantCoupons.com, and the Physician will indemnify and hold CompliantCoupons.com harmless from any loss, damage or claim of any kind which may arise in any way, directly or indirectly, from use of the Services, including, but not limited to, reliance upon representations made by CompliantCoupons.com or anyone affiliated with CompliantCoupons.com, by authorized users or any other person.

No Warranty: CompliantCoupons.com has made no representation regarding the revenues and income which the Physician will generate by use of the property or the Services and, particularly, has made no assurance or guarantee of any such revenue or income.

These Terms are not an agreement for the sale of a business, a franchise, a business opportunity or for anything other than the Services rendered by CompliantCoupons.com. The Physician hereby expressly waives any claim they may have by virtue of any law which might afford protection with respect to the sale of the Services, a business opportunity or any other transaction other than one for the use of the Services. The Physician expressly agrees that no damages may be sought versus CompliantCoupons.com other than as specifically set forth in these Terms and, in particular, by example, but not limitation, the Physician may not seek consequential damages, including, but not limited to fees or penalties for non-compliance with applicable law.

CompliantCoupons.com does not warrant secure, uninterrupted, compatible and error-free Services, nor does it warrant that defects in the Services will be corrected. CompliantCoupons.com provides Services by which physicians registered with CompliantCoupons.com can post coupons which can be used by patients. CompliantCoupons.com does not offer medical or chiropractic services, and does not participate in any way in providing medical or chiropractic services. CompliantCoupons.com cannot and does not ensure that a physician, including but not limited to the Physician, or a patient will fulfill their obligations to one another.

CompliantCoupons.com materials may contain typographical errors or other inaccuracies. Any information or advice contained in such material, including but not limited to any material contained at CompliantCoupons.com, should not be relied upon in making personal, medical, legal, financial, or any other decisions.

Modification: CompliantCoupons.com reserves the right to modify its website, app, or Services at any time. These Terms can be modified in writing at any time by CompliantCoupons.com in the complete discretion of CompliantCoupons.com.

Privacy: CompliantCoupons.com will not disclose without the Physician's express consent any personal information ("Information") provided, except in response to verified requests from law enforcement or emergency services. CompliantCoupons.com reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the sole discretion of CompliantCoupons.com to ensure appropriate use of the Services. CompliantCoupons.com will not sell or rent Information to third parties for marketing or other purposes without the Physician's express consent.

Links to Third Party Sites: CompliantCoupons.com may contain links to other websites (individually "Linked Site" and collectively "Linked Sites"). The Linked Sites are not under the control of CompliantCoupons.com, and CompliantCoupons.com is not responsible for the content of any Linked Site, including without limitation any Linked Site accessible by a link contained in a Linked Site, or any changes or updates to a Linked Site. The inclusion of any link does not imply endorsement by CompliantCoupons.com of the Linked Site nor any association with its operators.

No Prohibited Use: As a condition of use of CompliantCoupons.com, the Physician warrants that CompliantCoupons.com will not be used for any purpose inconsistent with these Terms and that to the extent that these Terms are found by proper authority not to be in compliance with the law, Physician agrees that the Terms may, in the complete discretion of CompliantCoupons.com, be modified so as to be compliant with the law. The Physician may not use CompliantCoupons.com in any way that would damage, disable, overburden, or impair CompliantCoupons.com, or interfere with any other party's use of CompliantCoupons.com. The Physician may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through CompliantCoupons.com. The Physician understands that CompliantCoupons.com will not allow Physician to create coupons of their own, but must use coupons created and made available by CompliantCoupons.com. No coupons for free services will be made available. Only coupons for discounts will be available on CompliantCoupons.com. Coupons and related discounts will be offered to any and every patient or qualified entity on equal terms.

The Physician acknowledges that they have an independent obligation to comply with the law, aside from any obligations imposed by these Terms, including, but not limited to, the Anti-Kickback Statute, and the discount safe

harbor to the Anti-Kickback Statute. The Physician further acknowledges that CompliantCoupons.com has not made any representations, nor given any advice, on what is required of the Physician to comply with the law, including, but not limited to, the Anti-Kickback Statute, and the discount safe harbor. It is incumbent upon Physician to determine what is required to comply with the discount safe harbour to the Anti-Kickback Statute and any other applicable law. However, notwithstanding the foregoing, to the extent consistent with the discount safe harbour to the Anti-Kickback Statute, Physician agrees to provide an invoice to each patient that accurately reflects the discount afforded to the patient, and to notify the patient in writing of their obligation to advise the federal health care program to which they submit any claim of the discount they received. All discounts must be applied by the Physician to the entire item or service, not just the patient's cost sharing obligation.

Warranties: By accepting these Terms the Physician certifies that they have read them, read the Patient's Terms of Use, watched all available training videos and reviewed any other Physician training materials received from CompliantCoupons.com. The Physician further warrants that they will become familiar with all future training videos and other materials later received from CompliantCoupons.com.

Use of Financial Information: The Physician's financial information ("Financial Information") is used to verify funds and to bill the Physician for their subscription for the Services. By making a purchase, or engaging in any other kind of activity or transaction requiring Financial Information on the website, the Physician consents to CompliantCoupons.com providing Financial Information to service providers and to such third parties as CompliantCoupons.com determines is necessary to support and process transactions. These third parties may include, but are not limited to, the credit card companies and banking institutions used to process and support the transaction or activity.

E-mail: E-mail communications have inherent risks of interception. By using CompliantCoupons.com, the Physician consents to receiving e-mail from CompliantCoupons.com and to any inherent risk associated with either receiving or sending e-mail to and from CompliantCoupons.com.

Dispute Resolution and Attorney's Fees: Should any dispute arise from these Terms, the use of the property or the Services, CompliantCoupons.com may require the dispute to be mediated in Volusia County, Florida, prior to being arbitrated. If CompliantCoupons.com elects not to so mediate, the dispute shall be resolved by final and binding arbitration in Volusia County, Florida. The manner in which mediation and arbitration will be conducted will be at the discretion of CompliantCoupons.com, within the confines of applicable rules and law, except that any arbitration will be conducted pursuant to the CPR Rules for Non-Administered Arbitration. The parties agree to split the cost of any

mediator, and to otherwise bear their own costs and fees of mediation. The prevailing party in any proceedings other than mediation, including but not limited to arbitration, shall be entitled to attorney's fees and costs related to the proceedings, including attorney's fees related to obtaining entitlement to attorney's fees, a determination of the amount of attorney's fees owed, and attorney's fees on appeal. While no litigation, other than to enforce an arbitration award, is contemplated by these Terms, if there should be litigation arising out of these Terms the venue for such litigation will be Volusia County, Florida.

Termination/Access Restriction: CompliantCoupons.com reserves the right, in its sole discretion, to terminate the Physician's access to the Services without notice.

Governing Law: These Terms shall be construed, interpreted and enforced in accordance with and shall be governed by the laws of the State of Florida and the federal laws of the United States without regard to the principles of conflicts of laws but with regard to the principles of pre-emption.

Binding Effect: These Terms shall bind and inure to the benefit of the parties and their heirs, legal representatives and successors.

No Waiver: The failure of any of the parties hereto to enforce any provision hereof on any occasion in the past shall not be deemed to be a waiver of any preceding or succeeding breach of such provision or any other provision in the future.

Miscellaneous: The parties acknowledge that these Terms constitute the entire agreement between the parties on the subject herein and any prior agreements or representations are merged into, or otherwise superseded by, these Terms as may be applicable. If any provision of these Terms of Use is found to be unenforceable then it will be held valid to the fullest extent possible excluding any provision which may be unenforceable.

SIGN: _____

BY (print name): _____

ITS (print title): _____

CompliantCoupons.com

CompliantCoupons.com is an internet-based subscription service that provides chiropractors the ability to offer compliant discounts to patients whether they are cash, major medical, or Medicare. There is no secondary “sales” process to the patient.

What you Receive:

- Care Plan Profitability Review
- Username and Password to access your Client Area
- Personalized web pages consisting of a Safe Harbor statement and Coupon Profile page
- An approved set of 18 high-res compliant coupons in PDF format
- Site Instruction Manual
- Access to “How to Apply Discounts” training videos
- Tools to help you determine how much discount you should be giving

Gold Plan*:

- \$69 per month (one year term of service required)
- One-year Subscription: \$750 (a 9% savings off monthly rate)
- Two-year Subscription: \$1400 (a 15% savings off monthly rate)

Platinum Plan*:

This plan combines the ability to offer compliant patient discounts PLUS on-going compliance support, training, and materials from our team of experts.

- \$399 per month (one year term of service required)

*Plan pricing is per clinic location.



112 Marsh Point Drive Pawleys Island, SC 29585
Phone/Fax: 800.974.3479 www.customchirosolutions.com

Contact Information: (please list the billing address associated with your credit card)

Name _____

Practice Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Cell _____

E-mail _____ Website _____

Payment Information:

American Express Discover MasterCard VISA

Credit Card No. _____ Exp. Date (MM/YY) _____

Name on Card _____

Signature _____ Date _____