



StrongBox eSolutions Patient Finance Portal: TERMS AND CONDITIONS

Introduction

These Terms and Conditions constitute a binding agreement between you and StrongBox eSolutions ("we," "us," or "our"). These Terms and Conditions supplement the Website Terms of Use with respect to your use of the Patient Finance Portal. In the event terms hereof conflict with the Website Terms of Use in relation to your use of the Patient Finance Portal, these Terms and Conditions shall control.

The Patient Finance Portal is an Internet service that allows patients to: apply and pay for patient financing; pay bills; and access related services and content.

The Patient Finance Portal is provided on behalf of StrongBox eSolutions and our employees, managers, officers, directors, agents, and representatives, all of which are intended third-party beneficiaries of this agreement and entitled to enforce all terms and conditions of this agreement (collectively, "StrongBox eSolutions").

By accessing or using the Patient Finance Portal, you confirm that you agree to these Terms and Conditions. If you don't agree, don't use the Patient Finance Portal. By agreeing to these Terms and Conditions, you acknowledge that you are at least 18 years of age, or legally emancipated, and that you are requesting access to Patient Finance Portal. You acknowledge that Patient Finance Portal is offered conditioned on your compliance with these terms and conditions and agree that we may limit or discontinue your use of Patient Finance Portal at any time should you fail to comply or we decide to limit or discontinue the Patient Finance Portal.

Minimum Requirements and Security

This website uses encryption software. In order to use Patient Finance Portal, you must have:

- a personal computer equipped with an Internet browser;
- Internet access, a valid email account, software to receive and read email messages, and spam filters set to accept email from our domain.

While we use state-of-the-art security, no system can guard against risks of intentional intrusion or inadvertent disclosure of information. When using Patient Finance Portal, information may be transmitted over media that are beyond the control of the StrongBox eSolutions and its contractors and subcontractors and that may not be secure. For example, you may receive email, text, or telephone communications in connection with your use of Patient Finance Portal, all of which are inherently unsecure and subject to disclosure to or access by third parties (e.g., if your phone is used by someone else, you do not keep your phone or email information up to date on Patient Finance Portal and communications are misdirected, or the network or systems of a telecommunications provider are hacked). Furthermore, electronic services such as those provided by StrongBox eSolutions and its contractors and subcontractors, and any telecommunications providers involved in the transmission of data are all inherently subject to failure and none of the foregoing can guarantee that their services will be provided without error or interruption at all times that you may wish to use those services. YOU HEREBY EXPRESSLY ASSUME THE RISK OF ANY UNAUTHORIZED DISCLOSURE OR INTENTIONAL INTRUSION, OR OF ANY DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF DATA OR OTHER



INFORMATION TRANSMITTED IN CONNECTION WITH THE USE OF ANY SERVICE RELATED TO PATIENT FINANCE PORTAL. Once information is received by us, your medical information or Protected Health Information under HIPAA will be treated as confidential and used or disclosed only as permitted by law.

Security, Confidentiality, and Usage Guidelines for Patient Finance Portal

YOU MUST NOT SEND ANY MESSAGES REQUIRING URGENT ATTENTION USING PATIENT FINANCE PORTAL. Doing so may create a delay in your receiving necessary medical treatment and could result in loss of life, permanent injury, or significant deterioration in your health. If you believe that you have an urgent medical matter, you should call 911 immediately or proceed to the nearest emergency room. If the matter is not urgent but you need a response in less than two business days, please contact your clinician's office directly by telephone during our regular business hours, which you may find on the log-in screen for Patient Finance Portal.

FOR ALL MEDICAL EMERGENCIES, IMMEDIATELY CALL 911

Patient Finance Portal is designed as a secure Internet-based environment through which you may apply for financing of medical procedures. When you initially enroll to use the Patient Finance Portal, you will need to confirm your identity via two unique workflows, as well as establish an email and a confidential password for login credentials. Please **DO NOT SHARE YOUR PASSWORD** with anyone. Anyone with access to your password will be able to view your medical and financial information and communicate with your health care team as if that person were you. Thus, when you give someone your password, you are authorizing that person to access your account, and you are responsible for all transactions that person performs while using your service. It is your responsibility to prevent disclosure of your password and to change your password if you feel that your security has been compromised. If you believe that your password has become known to an unauthorized person and want verification of any changes that may have been made to your account, please contact us for assistance.

You may request a Patient Finance Portal account for yourself. You may not request or access a Patient Finance Portal account for anyone else, except that a parent or guardian may request and access an account on behalf of a minor child. By accepting these terms and conditions, you certify that you are authorized to open or access the account you are requesting and that all information you have provided to us is true and correct to the best of your knowledge.

Once you have activated your Patient Finance Portal account, the Patient Finance Portal will become the primary vehicle to apply and pay for medical financing applications and loan fundings from our lender group and messages from our participating lender(s) and other personal medical information. You **MUST** provide us with your email address when activating your Patient Finance Portal account and keep your email address current to ensure that you receive notification of newly released information in a timely manner. You may continue to receive communications via the United States Postal Service or other means from us.

We keep track of the pages our patients visit within Patient Finance Portal, in order to determine what services are the most popular. This data is used to deliver customized content within Patient Finance Portal to patients whose behavior indicates that they are interested in a particular subject area.



We secure your personal information from unauthorized access, use or disclosure. The personally identifiable information you provide is maintained by us on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information is transmitted from your PC and/or mobile devices to Patient Finance Portal, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol. As a user of Patient Finance Portal you hereby agree that you (and not StrongBox eSolutions) are solely liable for viruses, worms, Trojan horses, cancel bots, and other electronic mechanisms designed to destroy or impair the functioning of computer systems already residing on your PC and/or mobile device.

When you use the Patient Finance Portal, we collect personally identifiable information, such as your email address, name, home address, telephone number, ZIP code, age, gender, contact preferences, access times, and account activity. This information is used by us for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of Patient Finance Portal. We may share data with business associates working on our behalf to help us perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. We encourage you to review the Privacy Statement for further information regarding how your personal information may be used.

Cookies are used for system performance functionality. You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Patient Finance Portal services.

How We Protect Your Personal Health Information

We consider the privacy of your health information to be one of the most important elements in our relationship with you and one we take very seriously. By accessing or using Patient Finance Portal, you acknowledge that you have received and read a copy of our Notice of Privacy Practices, which can be found in paper copy at our office locations or through your Patient Finance Portal account under the "Forms" link.

We are committed to protecting the privacy of the information you send and receive through Patient Finance Portal, and will only collect and use such information as permitted under the Patient Finance Portal Privacy Policy, which can be found online within Patient Finance Portal. By using Patient Finance Portal, you also consent to all of the terms and conditions described in the Privacy Policy.

All communications between you and our team using Patient Finance Portal are carried over a secure, encrypted connection directly into our electronic medical record. While you may receive email messages notifying you of new messages in your Patient Finance Portal Inbox, these emails will not contain any personal health information. It is your responsibility to review and read the messages promptly.

Your Responsibilities



Patient Finance Portal is an online patient finance application service offered as a convenience to patients seeking medical and dental financing. We reserve the right to change the terms, conditions, and notices under which Patient Finance Portal is offered. By accessing or using Patient Finance Portal, you further agree that any and all such modifications are effective and binding upon you immediately upon posting of the modified version. We reserve the right to charge a fee for the use of Patient Finance Portal, applications and loan fundings.

You understand that by accepting the terms and conditions of this Agreement you are agreeing to receive offers from lenders that may be delivered electronically to your email account.

You acknowledge that by providing your personal information into Patient Finance Portal you are providing written consent for StrongBox eSolutions and/or our lenders to send emails to your email address and contact you directly.

You understand that Patient Finance Portal provides you an account to apply for patient financing and contains information about you. You are solely responsible for any sharing of Patient Finance Portal content that you intentionally or unintentionally communicate to others.

You understand that you will pay an application fee of \$8 and a \$48 funded loan fee to the extent you receive loan proceeds from the loan originated from our Patient Finance Portal.

Patient Finance Portal Messaging

By using Patient Finance Portal, you acknowledge and agree that this messaging service is intended to facilitate dialogue regarding financing matters. You agree not to use Patient Finance Portal to post or send or post any illicit or offensive material.

You understand that our health care team may send you messages, and other communications via the information you provided to the Patient Finance Portal as authorized by you. These messages may contain information important to your application and receipt of loan proceeds. It is your responsibility to monitor these messages. By entering your valid and functional email address at registration, you have enabled us to notify and contact you.

Discontinuing Use of Patient Finance Portal

We reserve the right, in our sole discretion, to limit or discontinue your use of Patient Finance Portal at any time and for any reason, including, but not limited to, your use of Patient Finance Portal on behalf of another person.

Your Patient Finance Portal service will be discontinued if you no longer have a valid account.

Your Information

We are required to maintain documentation of your history. Patient Finance Portal is an Internet application that enables a patient to have secure web-based access to apply for patient loans, and allows secure electronic messaging with applying parties.

All of our electronic records are subject to state and federal regulations governing the security and confidentiality of medical records.



Copyright and Trademarks

All content included in Patient Finance Portal and on all of our, including, but not limited to, text, photographs, graphics, button icons, images, artwork, names, logos, trademarks, service marks, and data ("Content"), in any form, are protected by U.S. and international copyright and trademark law and conventions. The Content includes both Content owned or controlled by StrongBox eSolutions, as well as Content owned or controlled by third parties and licensed to StrongBox eSolutions, and no right, title, or interest is granted to you in or to any Content other than the right to use such content in connection with your use of Patient Finance Portal. Reproduction of any Content, in whole or in part, by any means, is prohibited without our express written consent.

Access and Licenses

We grant to you a non-assignable, non-sublicensable, terminable, limited license to make personal use of the Patient Finance Portal, and the associated services in accordance with these terms and conditions. This license expressly excludes, without limitation, any reproduction, duplication, sale, resale, or other commercial use of the Patient Finance Portal, or any of the associated services; making any derivative of the Patient Finance Portal, or any of the associated services; and the collection and use of user email addresses or other user information (including, without limitation, health information or any data extraction or data mining whatsoever).

Failure to comply with any of the terms and conditions contained herein may result in revocation of your license and cancellation of your Patient Finance Portal account, including the right to access information through Patient Finance Portal. We reserve the right to report violations of law to appropriate law enforcement agencies and to pursue all other rights and remedies available to it under civil or criminal law.

ELECTRONIC SIGNATURE

_____. AGREE. By clicking "AGREE", I certify that I, as the enrollee, have read, understand and agree to the Terms and Conditions of Use of the Patient Finance Portal and intend this to be my legally binding signature.

_____. DISAGREE/DECLINE. By clicking "DISAGREE/DECLINE" you will not be granted access to use the Patient Finance Portal.

TERMS AND CONDITIONS OF USE DATE: August 1, 2018