

# Terms of Use

## NOTICE TO USER

These Terms of Use set forth the terms and conditions upon which you may access and use the service available through the Sero Solutions website (such service is referred to as "**Sero Solutions**"). By clicking in the box below or by using Sero Solutions, you represent and warrant that you have been authorized by a hospital/health system (the "**Authorized Hospital**") or as an approved Medical Device Vendor (the "**Vendor**") to access and use Sero Solutions and that you have read and agree to these Terms of Use as may be modified from time to time. If you do not accept these Terms of Use, you may not use Sero Solutions.

## USER REGISTRATION

You agree to allow us to take reasonable measures to verify the accuracy and completeness of any information that you submit to register as a user of Sero Solutions. You agree not to provide incomplete, false or misleading information as part of your registration or other information provided to us or to others in connection with your use of Sero Solutions.

## USER ACCOUNT

As a user of Sero Solutions, you will create a username and password that is unique to you. You may not permit any other person or entity to use your username or password. You are responsible for maintaining the confidentiality of your username and password and for all activities that occur under your username and password. You agree to relinquish your username and password and not access or use Sero Solutions after you cease providing services or supplies at the Authorized Hospital on behalf of the clinic/facility, practice group or Vendor company identified in your Sero Solutions account. You agree to notify us immediately of any unauthorized use of your username and password or any other breach of security at [www.SeroSolutions.com](http://www.SeroSolutions.com).

## ACCESS AND USE

As a condition to your use of Sero Solutions, you agree to access and use Sero Solutions in accordance with these Terms of Use and all applicable local, state and federal laws and regulations. You may access and use Sero Solutions only in connection with your provision of services or supplies at the Authorized Hospital on behalf of the clinic/facility, practice group or Vendor company identified in your Sero Solutions account. You agree not to: (a) provide, disclose or make available to, or permit use of Sero Solutions by, any other person or entity; (b) copy or reproduce all or any part of Sero Solutions; (c) use or access Sero Solutions in a manner that delays, impairs or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software or system input or output; (d) distribute, market, sell, lease, transfer, license or sublicense Sero Solutions; (e) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile Sero Solutions, or discover or attempt to discover the source code of all or any portion of Sero Solutions in any way for any reason; (f) engage in spamming, mail bombing, spoofing or any other fraudulent, illegal or unauthorized use of Sero Solutions or our systems; (g) introduce into or transmit through Sero Solutions any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design; (h) apply systems to extract or modify information in Sero Solutions using technology or methods such as those commonly referred to as "web scraping", "data scraping" or "screen scraping"; (i) attempt to provide or create a link to Sero Solutions, except as authorized by us in writing; (j) create any frames at any other websites pertaining to or using any of the information provided by Sero Solutions; or (k) engage in or allow any action involving Sero Solutions that is inconsistent with the terms and conditions of these Terms of Use.

# RESTRICTIONS ON USE OF CONTENT

The content of the Sero Solutions website includes: (a) our trademarks, service marks, logos, trade dress, trade names, domain names and other distinctive identification (collectively "**Sero Solutions Marks**"); and (b) information, data, materials, interfaces, computer code, databases, products, services, software applications and tools, text, images, photographs, graphics, audio and video material, and artwork; and (c) the design, structure, selection, compilation, assembly, coordination, expression, functionalities, applications, look and feel, and arrangement of any content contained in or available through the Sero Solutions website (the items identified in subsections (a) (b) and (c), along with all modifications, supplements and enhancements created solely by us, by you or jointly by us with you shall be collectively referred to herein as "**Sero Solutions Content**"). Sero Solutions Content and all Intellectual Property Rights in and to the Sero Solutions Content is our property, or the property of our licensors, sponsors, partners or other third parties and is protected by law. The reproduction, transmission, distribution, sale, publication, circulation or dissemination of any Sero Solutions Content by you, or by you through any other person or entity, is prohibited unless express written consent is separately obtained from us or the owner of such content if we are not the owner, as applicable. Any use of the Sero Solutions Marks without our express written consent is strictly prohibited. You may not alter, delete, obscure or conceal any copyright or other notices appearing in the Sero Solutions Content, including any such notices appearing on any Sero Solutions Content you are permitted to download, transmit, display, print, or reproduce from the Sero Solutions website.

# DEVELOPMENTS

We are the sole and exclusive owner of all materials, including all documentation, processes, algorithms, designs, specifications, inventions, improvements, concepts, ideas, know-how, software (in both source and object code form), writings, pictorial materials, schematics, methods and other creations of the mind, whether or not patented or patentable or subject to copyright, or otherwise protectable by applicable laws, and all Intellectual Property Rights therein and thereto developed in connection with your use of Sero Solutions, regardless of whether developed solely by us, by you, or jointly by us and you (individually and collectively, the "**Sero Solutions Developments**"). To the extent that ownership of the Sero Solutions Developments does not automatically vest in us by virtue of these Terms of Use, you hereby transfer and assigns to us all right, title and interest you may have in and to the Sero Solutions Developments, without further consideration, and agree to execute any and all documents that we may reasonably request in connection therewith.

# CONFIDENTIALITY

You agree to: (a) use the Confidential Information only as necessary to provide services or supplies at the Authorized Hospital on behalf of the clinic/facility, practice group or company identified in your Sero Solutions account; and (b) not disclose, or permit to be disclosed, the Confidential Information to any third party. You agree to take all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information, which shall in no event be less than a reasonable degree of care. The obligations with respect to Confidential Information will survive the termination of your access to and use of Sero Solutions. "**Confidential Information**" includes Sero Solutions, the Sero Solutions Developments, non-public information contained on the Sero Solutions website, including information relating to a patient and/or a medical procedure, and any materials marked confidential or that should reasonably be understood to be confidential.

# TERMINATION

We have the right to suspend and/or terminate your ability to use or access Sero Solutions at any time without notice to you. Upon termination, you must destroy all Confidential Information obtained from Sero Solutions and all copies thereof.

## **DISCLAIMER**

We provide functionality that enables users to communicate information to other users. Information contained on the Sero Solutions website has been provided by users and has not been verified or confirmed by us. You are responsible for the accuracy and completeness of the information you post on the Sero Solutions website and for verifying all such information. You shall neither rely on, nor make medical decisions on, such information until you have verified the accuracy and completeness of the information and obtained any and all necessary and appropriate supplemental information. You are solely responsible for interpreting the information, for making any medical decisions based on the information and for making or suggesting any course of medical treatment on the basis of the information.

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## **INDEMNIFICATION**

You acknowledge and agree that we do not have any responsibility for the conduct of your business or medical practice, including the medical treatment or care of patients, and that you must verify the accuracy, completeness, and appropriateness of all information posted on the Sero Solutions website before such information is utilized. You agree that any reliance upon Sero Solutions in no way replaces or substitutes for your professional judgment and skill. You agree to indemnify, defend and hold us, and our directors, officers, employees, agents, successors and assigns, harmless and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including attorneys' fees and expenses, arising out of or relating to: (a) any personal or other injury resulting from the use of Sero Solutions; (b) any claim that the information on the Sero Solutions website is inaccurate or incomplete; (c) any non-compliance with the terms and conditions of these Terms of Use; and (d) claims that content or information provided by you infringes or misappropriates the intellectual property rights of a third party.

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Any reference made on the Sero Solutions website to any specific commercial product, process, or service (or provider of such product, process or service) by trade name, trademark, hyperlink, or otherwise does not constitute or imply an endorsement, recommendation or favoring by us. Any opinions, advice, statements, services, offers or other information expressed or made available by users or others on the Sero Solutions website are those of the respective authors and do not necessarily state or reflect those of ours. To the extent that the Sero Solutions website contains links to outside services and resources, we do not control the availability and content of those outside services and resources. Any concerns regarding any such service or resource, or any link thereto, should be directed to the particular service or resource.

## CHANGES TO THE TERMS OF USE

We reserve the right, in our discretion, to modify these Terms of Use at any time. Please check the Sero Solutions website periodically for changes. Your continued access of the Sero Solutions website or use of Sero Solutions following the posting of changes to the Terms of Use will be deemed to be your conclusive acceptance of those changes.

## PRIVACY POLICY

Registration data and certain other demographic information about you are subject to the Privacy Policy posted on the Sero Solutions website, the current version of which is incorporated by reference into these Terms of Use. By agreeing to these Terms of Use, you acknowledge that you have reviewed and agree to the terms of the Privacy Policy, as modified by us from time to time.

## HIPAA

The HIPAA Privacy Rule and Security Rule establish standards to protect individuals medical records and other personal information. The rules require appropriate safeguards to protect the privacy of personal health information, and set limits and conditions on the uses and disclosures that may be made of such information without patient authorization. By utilizing Sero Solutions, you are required to comply with all applicable rules and regulations provided under the Privacy Rule and Security Rule at 45 CFR part 160 and subparts of A, C and E of part 164.

## NOTICE TO MINORS

We do not offer or sell products or services for purchase by children. If you are under 18 years of age, you may not purchase products or services from, and you should not provide information to, us without the involvement and consent of a parent or guardian.

## OTHER

References to “us,” “we,” and “our” mean Stickler Holdings, LLC, d/b/a Sero Solutions. These Terms of Use will be interpreted and construed in accordance with the laws of the State of Maryland, without regard to conflict of law principles. All disputes arising out of these Terms of Use shall be brought only in the district and federal courts located in Anne Arundel County, Maryland. **EACH PARTY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, LOCATED IN ANNE ARUNDEL COUNTY, MARYLAND.** Our failure to enforce, or our delay in enforcing, any of our rights under these Terms of Use will not be deemed to be a waiver or modification by us of any of our rights under these Terms of Use. If any provision of these Terms of Use is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of these Terms of Use.