

Medicount Management, Inc.
Online Authorization for Payments/Terms of Use

The Website and the on-line bill viewing and payment service (the "Service") are provided by Medicount Management, Inc. ("Medicount") and its licensors, including Acryness, Inc. (collectively, "Licensors").

Please read this Agreement carefully before accessing or using the Service. By accessing or using the Service, you agree to be bound by the terms and conditions below. If you do not accept the terms and conditions of this Agreement, you may not access or use the Service. Medicount may modify this Agreement from time to time, and such modifications shall be effective immediately upon posting of the modified Agreement on the Website. By continuing to access or use the Service following such modifications, you agree to be bound by the modified Agreement. Medicount has no obligation to notify users of the posting of a modified Agreement.

Privacy Policy

The Privacy Policy is designed to provide you control over your personal information (as defined in the Privacy Policy). The Privacy Policy can be accessed by clicking the link at the bottom of this page.

Payment Services: By accessing the Service, you authorize Medicount (1) to establish and maintain your payment authorizations and (2) to process your payments according to your instructions and the terms and conditions of the Service.

Types of Payments and Payees: You may use the Service only to authorize the payment of bills owing to Medicount and/or its clients. Payments that you authorize will be drawn from a bank, financial institution or credit card account (the "Transaction Account") that you designate. It is your responsibility (1) to establish and maintain the Transaction Account, (2) to pay any and all fees associated with the Transaction Account, and (3) execute any and all documents required by the bank, financial institution or credit card account to authorize the payment from the Transaction Account.

Timing: By providing Medicount with a payment authorization under the Service, you authorize Medicount to charge the Transaction Account to remit funds on your behalf to pay any obligation owed to Medicount and/or its clients. It is your responsibility to make timely payment authorizations, so that the funds will arrive at Medicount before the date on which they are due.

Responsibility of Medicount: Medicount will use all reasonable efforts to process any payment authorizations promptly and properly, provided the authorizations are timely and properly received by Medicount and are complete and accurate. Medicount will not be responsible for any failure to process a payment authorization that is not timely filed, properly authorized, or incomplete or inaccurate for any reason, including user error, equipment malfunction, natural disasters or impediments, or inaccurate or incomplete information.

You shall solely be responsible for the following and you agree to defend, indemnify and hold harmless Medicount from any liability associated with Medicount's failure to complete a payment authorization initiated by you because of the existence of any one or more of the following circumstances:

1. The Transaction Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit applicable to the Transaction Account.
2. You have not provided Medicount with correct names or account information.
3. Circumstances beyond Medicount's control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper transmission of your payment authorization.
4. You fail to provide Medicount with a full and complete payment authorization.
5. You have made any false or materially misleading statement or representation in connection with any payment authorization.
6. The bank, financial institution or credit card company maintaining the Transaction Account refuses or is unable to honor a payment request.

Bank, Financial Institution and Credit Card Limitations: In using the Service, you are authorizing Medicount to submit a payment request to the Transaction Account for obligations owed by you to Medicount and/or its client. If your bank, financial institution or credit card company is unable to process a transaction (for example, there are not sufficient funds in the Transaction Account to cover the transaction, or if funds in the account are unavailable for any reason), the transaction may not be completed. There may

be limits or restrictions upon the number or frequency of payments that may be made from your Transaction Account under applicable law or under the terms of your agreement with the bank, financial institution or credit card company maintaining the Transaction Account. Medicount's obligations under the Service are subject to any such limits or restrictions, and Medicount has no duty to notify you of any such limits or restrictions.

Why am I being charged a fee for the use of my credit card? Merchants who accept credit card payments as a courtesy for their customers are charged processing fees from the credit card companies. Due to increasing fees to process credit card transactions, we must charge a convenience fee to cover the costs of our third-party processing company.

Is the convenience fee refundable? The convenience fee is non-refundable, even if the payment to which it relates is canceled, refunded, credited or charged back.

DISCLAIMER OF WARRANTIES: MEDICOUNT IS PROVIDING THE SERVICE "AS IS" AND AS AVAILABLE WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MEDICOUNT DOES NOT WARRANT THAT THE SERVICE IS ERROR-FREE, OR THAT ACCESS TO AND USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

LIMITATION OF LIABILITY: IN NO EVENT SHALL MEDICOUNT OR ANY LICENSORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE SERVICE, WHETHER INCURRED BY YOU OR ANY THIRD PARTY, EVEN IF MEDICOUNT OR ITS LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS PROHIBIT EXCLUSION OR LIMITATION OF LIABILITY FOR IMPLIED WARRANTIES OR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IF YOU ARE DISSATISFIED WITH THE SERVICE OR ANY PORTION OF THE WEBSITE, YOUR SOLE REMEDY AGAINST MEDICOUNT IS TO CEASE USING THE SERVICE. IF YOU BELIEVE THAT YOUR INTELLECTUAL PROPERTY RIGHTS HAVE BEEN COPIED IN ANY WAY THAT CONSTITUTES COPYRIGHT INFRINGEMENT, PLEASE FOLLOW THE COPYRIGHT POLICY OF THIS WEBSITE.

Indemnity: You agree to defend, indemnify and hold Medicount and its employees, agents, directors, officers and shareholders from and against all liabilities, claims, damages and expenses (including, without limitation, reasonable attorney fees and costs) arising out of your use of the Service or this Website, your breach or alleged breach of this Agreement, and your breach or alleged breach of the intellectual property or proprietary or other rights of third parties.

Termination: Medicount reserves the right to terminate your access to the Service and this Website at any time without notice for any reason whatsoever.

Assignment: You may not assign this Agreement to any other party. Medicount may assign this Agreement or assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

General: This Agreement is governed and shall be construed in accordance with the laws of the State of Ohio without regard to its conflicts of laws principles, any dispute between you and Medicount that arises in whole or in part from the Website or the Service shall be decided exclusively by a court of competent jurisdiction located in Hamilton County, Ohio. These terms of use, together with the Privacy Policy and any other legal notices published by Medicount on the Website, constitute the entire agreement between Medicount and you and supersede any prior agreements or understandings, oral or written, concerning the Service. The Terms of Service may only be amended as provided herein. Failure or delay in enforcing any right or provision of this Agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this Agreement shall be held to be unenforceable, that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect. **YOU AGREE THAT ANY CAUSE OF ACTION AGAINST MEDICOUNT ARISING OUT OF OR RELATED TO THE WEBSITE OR THE SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**