

Terms and Conditions of Use

The MIMIC website (“Website”) is provided to you by Twisted Ceptors, LLC (“Twisted Ceptors”), and its subsidiaries and/or affiliates for the purpose of providing you access and use of the MIMIC services. To assist you in using this Website, and to ensure a clear understanding of the relationship arising from your use of this Website and the MIMIC services we offer through this Website, we have created these Terms and Conditions of Use (“Terms”), which govern your use of this Website and the MIMIC services. There may be additional terms and conditions of use that apply to specific MIMIC services that are available from a third party through this Website. The terms "we", "us", and "our" refer to Twisted Ceptors, LLC, and the terms "you" or "yours" refer to you, as patient, healthcare provider or other authorized registered user of this Website.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE. BY ACCESSING AND USING THIS WEBSITE AND THE MIMIC SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE DISCONTINUE USE OF THIS WEBSITE AND THE MIMIC SERVICES. BY ACCESSING AND USING THIS WEBSITE, YOU ALSO AGREE TO THE PRIVACY POLICY, WHICH CAN BE VIEWED HERE – [Notice of Privacy Practices](#).

YOU MAY FORWARD IMAGES AND REPORTS TO, OR REQUEST MIMIC ACCESS FOR, OTHER HEALTHCARE PROVIDERS IF AUTHORIZED BY THE PATIENT OR OTHERWISE PERMITTED BY LAW TO DO SO, INCLUDING IN “**EMERGENCY SITUATIONS**” (THAT IS, IF THE CIRCUMSTANCES REQUIRE SUCH ACTION TO LESSEN OR PREVENT A SERIOUS THREAT TO LIFE, HEALTH OR SAFETY OF ANY INDIVIDUAL).

YOU ARE REQUIRED BY TWISTED CEPTORS AND OBLIGATED BY LAW TO OBTAIN ALL APPROPRIATE AUTHORIZATIONS, CONSENTS AND RELEASES FROM THE PATIENT PRIOR TO ACCESSING AND USING A PATIENT’S PERSONAL INFORMATION WITHIN MIMIC.

Purpose of MIMIC

MIMIC is a secure, shareable centralized cloud-based repository network that allows patients, healthcare providers and diagnostic imaging centers to have real-time access to diagnostic images and reports. Healthcare providers and imaging centers who are registered MIMIC users can transfer diagnostic images and reports into MIMIC for access and use by them and other registered users for patient healthcare treatment, payment for services, running healthcare operations and other legal purposes. With real-time access to images and reports, physicians can eliminate duplicate testing and provide more timely treatment plans; patients can participate in their own care and allow access to other physicians for second opinions, as well as eliminate the time and effort to get the CD’s currently used to supply images to their providers. MIMIC enables your personal information to be accessible to better serve your healthcare needs while maintaining the privacy and security of your personal information as provided by law.

Creating Your MIMIC Account

To access and use MIMIC services you must create a personal MIMIC account. You must be 18 years of age or older to create a MIMIC account. You may only provide information that you own or have the right to use when you create, transmit, or display health or any other information while using MIMIC. You represent and warrant that all information you provide or supply to Twisted Ceptors through MIMIC, including without limitation, information contained in your personal account, is accurate and complete. You are responsible for maintaining the confidentiality of all user identification, password and other confidential information relating to the use of your MIMIC account and are fully responsible for all activities that occur under your MIMIC account. You are responsible for taking all reasonable steps to ensure that no unauthorized person accesses your MIMIC account.

Account holders can become registered MIMIC users on behalf of someone else (such as if the account holder is the patient's parent, guardian or other legal representative), or by virtue of being an employee or contractor of a healthcare provider entity (such as a physician or imaging technologist authorized by the provider entity to create a MIMIC account on behalf of the provider).

You must promptly notify Twisted Ceptors of any unauthorized use of or access to your MIMIC account. Twisted Ceptors assumes no responsibility or liability for any information that you transmit or submit to Twisted Ceptors, or for any use or misuse by you or third parties who you authorize or who otherwise gain access through your account.

MIMIC Service Level

Twisted Ceptors makes it a priority to use some of the most advanced technology for internet security, availability and reliability for providing MIMIC services. Although our business practice is for MIMIC services to be available at all times for their intended use, access and use of MIMIC services are provided to you on an "AS-IS, AS-AVAILABLE" basis, and reasonable service level limitations exist based on a variety of circumstances, which may include the following: (i) the speed and reliability of MIMIC Services vary in each location depending on many factors including: the capability and functionality of user's wireless enabled device used to connect to MIMIC services, the amount of traffic and general congestion of the internet and the location of your wireless enabled device; (ii) we do not guarantee that MIMIC services will be continuous, secure, stable or fault free; (iii) we do not promise that you will be able to access MIMIC services immediately or each time you attempt to login to MIMIC services. MIMIC services may not be available at any or all times for any range of reasons, including technical, legal or operational reasons; and (iv) Twisted Ceptors reserves the right to apply traffic shaping as we, in our sole discretion, consider necessary to provide MIMIC services in a fair and stable manner to all users.

Use Rights and Restrictions

Subject to these Terms, Twisted Ceptors grants to you a personal, revocable, non-assignable, non-sublicensable, and non-exclusive limited right to (i) use this Website and the MIMIC services and (ii) view all Content (as defined herein) provided, made available or otherwise

accessible via this Website and the MIMIC services. Except as expressly authorized by Twisted Ceptors, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on this Website, in whole or in part. You agree not to modify this Website in any manner or form, or to use modified versions of this Website. You shall not, in whole or in part, adapt, translate, modify, decompile, reverse engineer, or disassemble this Website, merge this Website into other program material, nor shall you otherwise create or attempt to obtain the source code of this Website.

You also agree NOT to:

- Use this Website in a manner that could disable, overburden, or impair this Website or interfere with any other party's use of this Website.
- Seek to obtain access to any materials or information through “hacking” or through other means we have not intentionally made available to you through this Website.
- Transmit materials through this Website that you know or should know contain viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.

Revocation or Suspension of Use Privileges

Twisted Ceptors may, in its sole discretion, terminate or suspend your access to this Website or your MIMIC account, or any portion thereof, or discontinue providing this Website or the MIMIC services, or any portion thereof. Twisted Ceptors may notify you that you have breached these Terms and your MIMIC account is being terminated. These actions are in addition to and not in lieu or limitation of any other right or remedy Twisted Ceptors may have available at law or in equity. Further, Twisted Ceptors shall not be liable to you or any third party for any such termination or discontinuance.

Proprietary Rights

All information including, but not limited to, software, artwork, text, video, audio, pictures, logos, and other material contained on this Website or embodied in this Website (the “Content”), including all associated intellectual property rights, are the proprietary property of Twisted Ceptors and its licensors, and are protected by copyright and other intellectual property laws. Twisted Ceptors retains all rights with respect to this Website and the MIMIC services except those expressly granted to you herein.

Disclaimer of Warranty

WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR NONINFRINGEMENT, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICES, OR WITH RESPECT TO ANY INFORMATION, PRODUCT, SERVICE, MERCHANDISE OR OTHER MATERIAL PROVIDED ON OR THROUGH THIS WEBSITE. WE DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, CORRECTNESS, TIMELINESS OR USEFULNESS OF ANY INFORMATION, PRODUCTS, SERVICES, MERCHANDISE OR OTHER MATERIAL

PROVIDED BY USING THIS WEBSITE GENERALLY. WE DISCLAIM AND MAKE NO WARRANTY OR GUARANTEE THAT USE OF THIS WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity

You agree to release, indemnify and hold Twisted Ceptors, LLC, and its directors, officers, employees, agents, subsidiaries, affiliates and third party licensors harmless from and against any and all liabilities, losses, damages, claims, and expenses, including reasonable attorneys' fees, with respect to (a) any and all injury, disability, death or damage to property (tangible or intangible) arising from or relating to your use of this Website and the MIMIC services; (b) any infringement or violation of any intellectual property rights arising from or relating to your use of this Website (including any Content) and the MIMIC services; and (c) any breach of your representations or obligations under these Terms (including in relation to the unauthorized access to, or disclosure of, personal information).

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TWISTED CEPTORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR INJURY, ILLNESS, DISABILITY, LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF TWISTED CEPTORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) YOUR USE OR YOUR INABILITY TO USE THIS WEBSITE OR THE MIMIC SERVICES; (ii) THE COST OF PROCUREMENT OF SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE MIMIC SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THIS WEBSITE OR IN YOUR MIMIC ACCOUNT; (v) YOUR USE OF THE INTERNET OR YOUR INTERNET SERVICE PROVIDER; (vi) DEFECTS OR INACCURACIES IN YOUR COMPUTER HARDWARE OR SOFTWARE, OR ANY OTHER DEVICE USED TO ACCESS THIS WEBSITE OR THE MIMIC SERVICES ; OR (vii) ANY OTHER MATTER RELATING TO YOUR USE OF THIS WEBSITE AND THE MIMIC SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF TWISTED CEPTORS EXCEED THE TOTAL AMOUNT OF FEES PREVIOUSLY PAID BY YOU (IF ANY) TO TWISTED CEPTORS RELATING TO YOUR USE OF THIS WEBSITE AND THE MIMIC SERVICES.

Responsibility for the integrity of Results

Twisted Ceptors plays no part in creating, or amending data in any way that are transferred and stored in MIMIC. Images contained in the report are a subset of the original series as selected by the authoring healthcare provider and are not intended for diagnostic purposes.

Twisted Ceptors is not responsible for the content or accuracy of any data, report, image or patient information transmitted via the MIMIC services. MIMIC secures the data to ensure that the diagnostic images and reports, once transferred and reported by the healthcare providers, cannot be altered. Twisted Ceptors is in no way accountable for errors made by the reporting healthcare provider or for registered users' transmitting personal information into or out of MIMIC by insecure means chosen by the registered user.

Governing Law and Venue

You expressly agree that exclusive jurisdictions (at the selection of Twisted Ceptors) for any dispute with Twisted Ceptors, or in any way relating to your use of this Website, resides in the courts of Orange County in the State of Florida and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Orange County in the State Florida in connection with any such dispute including any claim involving Twisted Ceptors or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

Severability and Waiver

If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or any other terms.

Modifications and Updates

Twisted Ceptors reserve the right to modify, amend and update these Terms at any time by posting amended Terms on this Website. Any updates to these Terms will be posted on this Website, from time to time. You acknowledge and agree that it is your responsibility to review these Terms from time to time and to be aware of any such changes. Your use of this Website after such posting constitutes acceptance by you of these Terms as revised.

Links to Third-Party Websites and Portals

This Website may contain links to other Websites. These links are for your convenience only, and Twisted Ceptors makes no representations, endorsement, approval, recommendation or preference whatsoever regarding such other Websites. You should review the terms and conditions of use of such other Websites carefully before providing any information to such Website. Twisted Ceptors is not responsible for the terms and conditions of use, procedures or the content of any other Website.

Assignment

Twisted Ceptors may assign its rights and obligations pursuant to these Terms without prior notice to or consent from you. You, however, may not assign your rights or obligations under these Terms.

Entire Agreement

These Terms, the Privacy Policy provided on this Website, and any completed forms or MIMIC

user agreements constitute the entire agreement between you and Twisted Ceptors with respect to your use of this Website and the MIMIC services.

Contact Information

If you have questions about this Website or the MIMIC services, please contact:

Twisted Ceptors, LLC

Attn: MIMIC Chief Executive

600 North Lake Blvd., Suit 260

Altamonte Springs, Florida 32701

(833) 666-4642

support@onmimic.com

Effective Date: September 16, 2018

Last Updated: _____, 2018