



**License and Services Agreement**  
**E-Fax Services Service**

**IMPORTANT - PLEASE READ CAREFULLY THE TERMS BELOW**

The following are the terms and conditions pursuant to which CureMD shall provide Services (*defined below*) if purchased by Licensee through an Order Form:

1. **License and Services Agreement Terms.** Unless otherwise modified in this Addendum, the terms and conditions of the License and Services Agreement (including all Exhibits and Attachments thereto) (the "Agreement") shall continue to govern the rights and obligations between the Licensee and CureMD. Any terms of the Agreement which are not in conflict with provisions of this Addendum shall act to supplement the terms of this Addendum for the provision of the Services contemplated herein.
2. **E-Faxing Services ("Services").**
  - 2.1. **Send.** The Send Service allows the Licensee ("Client") to send faxes initiated from an email client application, from the Program or Service or from an application which communicates with the CureMD servers through an interface supplied by CureMD's licensors. The Service is subscription-based and usage-based.
  - 2.2. **Receive.** The Receive Service allows the Client to receive fax messages as TIFF file attachments to one or more email addresses via a unique telephone number. The Receive Service is subscription based and its price is indicated on the Order Form which may be updated from time to time. In some territories, numbers allocated to the Client may be premium rate numbers, calls to which may be charged at different rates by the local telecom provider.
  - 2.3. **Plus.** The combination of Send and Receive sold in conjunction shall be referred to as Plus.
3. **Customer Responsibilities.** Licensee is fully responsible for the contents of Licensee's transmissions through the Services. CureMD and its licensors act as a passive conduit for Licensee to send and receive information of Licensee's own choosing. Licensee must: (1) maintain any security of Licensee's Customer identification, and other confidential information relating to Licensee's account and (2) be responsible for all charges resulting from use of Licensee's account, including unauthorized use prior to Licensee's notifying CureMD or its licensors of such use and taking steps to prevent its further occurrence.

CureMD and its licensors reserves the right to take any action with respect to the Services that CureMD or its licensors deems necessary or appropriate in its sole discretion if CureMD or its licensors believe that: (1) Licensee or Licensee's information compromises or disrupts the Service for Licensee or other Customers; or (2) Licensee's use of the Service contradicts any applicable local, national, or international laws and regulations.
4. **Modifications to Services.** CureMD and its licensors reserve the right to modify or discontinue any of the Services with or without notice to Licensee. CureMD or its licensors shall not be liable to Licensee or any third party should CureMD or its licensors exercise its right to modify or discontinue the Services.
5. **Member Account, PIN, and Security.** As part of the registration process, Licensee will be required to provide an email address and select a username and a password. Licensee may change its password and set a password to protect Licensee's faxes after logging in to the Programs or Services. Licensee is entirely responsible for any failure to maintain the confidentiality of Licensee's username and password. Furthermore, Licensee is entirely responsible for any and all activities that occur under Licensee's account. Licensee agrees to immediately notify CureMD of any unauthorized use of Licensee's account or any other breach of security known to Licensee.
6. **Termination.** Either Licensee, CureMD or its licensors may terminate Licensee's account at any time, with or without cause, upon notice. Any such notice by Licensee to CureMD must be in accordance with CureMD verification procedures, as such procedures may be established and changed by CureMD from time to time at its sole discretion, and which may include the requirement that Licensee contact CureMD by phone to confirm that any such notice was sent by Licensee. CureMD also reserves the right to terminate or suspend Licensee's account without prior notice.



7. **Limitation of Liability.** The entire liability of CureMD or its licensors and their service providers and Licensee's exclusive remedy with respect to the use of Services or any breach of this section is limited to the amount actually paid by Licensee for Services. Licensee hereby release CureMD and its licensors from any and all obligations, liabilities and claims in excess of this limitation. CureMD or its licensors shall not be held responsible in any way or by any means, either directly or indirectly, for any communications difficulties outside of CureMD or its licensor's control which would lead to the interruption of data delivery.
8. **Charges.** Licensee agrees to pay all charges for Licensee's use of Services at the prices then in effect. All charges will be exclusive of value added ("VAT"), sales or other taxes, except as required by law. CureMD reserves the right to change prices or institute new charges for access to or use of Services. Continued use of Services or non-termination of Licensee's account after changes are posted constitutes Licensee's acceptance of the prices as modified by the posted changes. Certain portions of the Service or the Service as a whole may require a prepaid fee ("Prepaid Fee"), which may be modified from time to time in CureMD's sole discretion. The Prepaid Fee, and all taxes and other fees related thereto will be paid by Licensee in advance. Payments must be made by the credit or debit card designated by Licensee for CureMD use and transactions. CureMD may allow payment through any other means.

Licensee's activation fee and monthly Service fees are payable in advance and are non-refundable. Licensee agrees that CureMD may submit charges for Licensee's monthly Service fee each month, without further authorization from Licensee, until Licensee provide prior notice (in accordance with CureMD's verification procedures, as may be established by CureMD from time to time at its sole discretion) that Licensee have terminated this authorization or wish to change Licensee's designated card. Such notice will not affect charges submitted before CureMD reasonably could act on Licensee's notice. If Licensee have any question regarding any charges that have been applied to Licensee's account, Licensee must contact CureMD within 30 days of the charge date. Failure to use Licensee's account will not be deemed a basis for refusing to pay any charges submitted by CureMD in accordance with this Addendum. If Licensee subscribed for Services pursuant to a special offer granting Licensee a free trial period, Licensee's activation fee and initial Service fee will be immediately charged to Licensee's credit or debit card, without further authorization from Licensee, upon the expiration of such free trial period, unless Licensee provide prior notice (in accordance with CureMD's verification procedures, as may be established by CureMD from time to time in its sole discretion) that Licensee have terminated this authorization. Such notice will not affect charges submitted before CureMD reasonably could act on Licensee's notice.

If Licensee subscribed for Send Services Licensee's pre-paid fees are payable in advance and are non-refundable. In addition, any initial monthly Service fee for the month immediately following Licensee's pre-paid period will be immediately charged to Licensee's credit or debit card.

For all Send Services, additional charges for outbound fax Service and/or other usage-based Services as CureMD may introduce from time to time are payable in advance by pre-payment of a fixed amount, as set from time to time by CureMD. This pre-payment will be due immediately upon order of the Service. Licensee's pre-payment will thereafter be depleted based upon Licensee's use of outbound fax Service and/or other usage-based charges, according to standard CureMD messaging rates for these Services. Thereafter, each time Licensee's deposit depleted to an amount determined by Licensee through the online account administration interface, either (1) another fixed amount determined by Licensee will be immediately charged to Licensee's credit or debit card, without further authorization from Licensee; or (2) Licensee's use of outbound Service will be discontinued until pre-payment of an additional fixed amount. This behavior may be controlled by Licensee through the online account administration interface.

With respect to the Send Services, please be advised that CureMD will bill Licensee for each attempt made by CureMD to send the fax where any transmission occurs whether or not the transmission is completed, such as instances when someone answers the call or transmission is interrupted before completion.

Call costs for the use of this Service are charged to the Client at the rates applicable to the destination. Outbound rates shall be communicated upon request of the Client, the duration of which is not longer than 60 seconds. If the duration of sending a page exceeds 60 seconds, the duration following the initial 60 seconds will be charged by the per-page six-second increments. In the event CureMD submits charges for Licensee's monthly Service fee and those charges are rejected by Licensee's card issuer (or its agent or affiliate), Licensee hereby authorize CureMD to use Licensee's deposit to pay for any monthly Service fee due to CureMD until CureMD is able to successfully charge Licensee's card. In the event CureMD is



subsequently able to successfully process Licensee's monthly Service fee through Licensee's credit or debit card, CureMD will automatically replenish Licensee's deposit for all monthly Service fees paid from Licensee's deposit and will charge Licensee's credit or debit card in an amount equal to this amount (and Licensee hereby authorize CureMD to do so).

Licensee agrees that CureMD may submit charges for these deposits without further authorization from Licensee, until Licensee provides prior notice (in accordance with CureMD's verification procedures, as may be established by CureMD from time to time in its sole discretion) that Licensee have terminated this authorization or wish to change Licensee's designated card. Such notice will not affect charges submitted before CureMD reasonably could act on Licensee's notice.

Licensee must promptly notify CureMD of changes to: (a) the account number or expiration date of Licensee's designated card; and (b) Licensee's billing address. Licensee must also promptly notify CureMD if Licensee's card is cancelled (e.g., for loss or theft).

9. **Payment.** CureMD reserves the right to suspend or terminate Licensee's account without notice upon rejection of any card charges or if Licensee's card issuer (or its agent or affiliate) seeks return of payments previously made to CureMD when CureMD believes Licensee is liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available to CureMD. CureMD does not limit the amount of communications which can be sent through the outbound Service; however CureMD reserves the right to block unreasonable or disproportionately large batches of communications as determined by CureMD if unauthorized use is suspected.
10. **Ownership.** Licensee understands and agree that Licensee is not the owner of any number assigned to Licensee by its licensors or CureMD. Ownership of any such number is vested solely in its licensors (which will assign such number to Licensee for Licensee's use during the duration of the term). Licensee understands and agrees that following the termination of Licensee's account for any reason, such number may be re-assigned immediately to another customer, and Licensee agrees that CureMD or its licensors will not be liable for damages (including consequential or special damages) arising out of any such re-assignment, and Licensee hereby waives any claims with respect to any such re-assignment, whether based on contractual, tort or other grounds, even if CureMD or its licensors has been advised of the possibility of damages.

Licensee further understands and agrees that CureMD or its licensors may from time to time need to change the number assigned to Licensee. Licensee agrees that CureMD or its licensors will not be liable for damages (including consequential or special damages) arising out of any such change in the number assigned to Licensee, and Licensee hereby waives any claims with respect to any such change, whether based on contractual, tort or other grounds, even if CureMD or Its licensors has been advised of the possibility of damages.

11. **Indemnification.** Licensee agrees to indemnify CureMD and its licensors and each of their respective licensors and service providers from and against any and all liabilities, expenses (including attorneys' fees) and damages arising out of claims based upon use or non-use of Services or Licensee's account, including any violation of this Agreement by Licensee or any other person using Licensee's account, any claim of libel, defamation, violation of rights of privacy, confidentiality or publicity, any loss of Service by other customers, any infringement of intellectual property or other rights of any third parties, and any violation of any laws or regulations prohibiting transmission of unsolicited faxes.