

CrossTx is a web-based, HIPAA-compliant technology platform.

CrossTx will never sell, package, or otherwise transmit your information or your patients' information to any third parties.

This user agreement describes the responsibilities CrossTx has to you and you have to CrossTx.

End User Access Agreement

Thank you for using CrossTx. Please read these terms of use carefully before registering for the CrossTx web site and Service (as defined below). These terms of use (collectively the "Agreement") govern your access and use of any CrossTx Content (as defined below), CrossTx.com or the CrossTx Service. The CrossTx Content, CrossTx.com, and CrossTx Services are referred to collectively as the CrossTx Platform ("Platform"). This agreement between you ("you") and CrossTx, Inc. ("CrossTx"), is subject to change by us as described below.

To assist you in using the Platform, and to ensure a clear understanding of the relationship arising from your use of the Platform, we have created (i) this End User Access Agreement (the "Terms") and (ii) a Privacy Policy. Our Privacy Policy explains how we treat information you or your Provider provides to us through the Platform, and our Terms govern your use of our Platform. Our Terms and Privacy Policy apply to any visitor to the Platform, including (i) casual visitors to our Site, who do not use the Platform ("Site Visitors"), and (ii) individual end users who visit the Platform to obtain information about and use our Platform and participate in our Services related to providing and receiving referrals to Providers, including (a) healthcare providers and other medical professionals who access and use the Platform to share referrals ("Provider End Users"), (b) any person assisting the Provider End User in the care and management of a patient and therefore authorized by the Provider End User and CrossTx to have access and use of the Platform to assist the Provider End User in coordinating a Referral, and to whom we have assigned a User ID for access to the Platform, including (but not limited to), nurse practitioners (NPs), physician assistants (PAs), secretaries, care coordinators, and/or administrators ("Designees"), and (c) Patients (as that term is defined in Section 19.3 below) who access the Platform to obtain information about Providers and receive Referrals ("Patient End Users"). Provider End Users, Designees and Patient End Users are collectively referred to as "End Users" throughout these Terms. "You" means the End User agreeing to these Terms. The terms "CrossTx," "we" and "us" refer to CrossTx, Inc.

Please read this document carefully before continuing. By clicking the "I Accept" or similar button below and/or using any part of the CrossTx Platform, you (i) accept this Agreement; (ii) agree to be bound by these terms and conditions; and (iii) have entered into a binding agreement between you and CrossTx, Inc. (CrossTx).

Your Agreement.

These Terms govern (i) your use of the Platform, (ii) your receipt of and participation in CrossTx's services offered through the Platform (the "Services"); and (iii) your use of information obtained through the Platform, including (a) information, software, artwork, text, video, audio, pictures, content, trademarks, trade dress, and other intellectual property owned by CrossTx or its licensors and made available to you through the Services ("CrossTx Content"), and (b) Provider information. Please read these Terms carefully; they impose legal obligations on you and on CrossTx, and establish our legal

relationship. By using the Platform, you are acknowledging that you have read and understood these Terms and agree to be legally bound by them.

In addition, during the registration process for your password (and from time to time as we may require) you may be prompted to click/check an "I Accept" button/box, which further confirms your agreement to be legally bound by these Terms.

Order of Precedence.

These Terms must be read in conjunction (i) with other agreements into which you may enter concerning the Platform, and (ii) with our Privacy Policy. The provisions of our Privacy Policy are incorporated herein. TO THE EXTENT THESE TERMS CONFLICT WITH THE TERMS AND CONDITIONS OF ANY SPECIFIC AGREEMENT YOU ENTER WITH US, THE TERMS AND CONDITIONS OF SUCH SPECIFIC AGREEMENT WILL CONTROL. Similarly, to the extent these Terms conflict with the terms of our Privacy Policy, the terms of our Privacy Policy will control.

Access.

You agree not to access (or attempt to access) the CrossTx Platform by any means other than through the interface that is provided by CrossTx, unless you have been specifically allowed to do so in a separate agreement with CrossTx. You agree that you will not engage in any activity that interferes with or disrupts the CrossTx Platform (or the servers and networks which are connected to the CrossTx Platform). Unless you have been specifically permitted to do so in a separate agreement with CrossTx, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the CrossTx Platform for any purpose. You agree that you are solely responsible for (and that CrossTx has no responsibility to you or to any third party for) any breach of your obligations under this Agreement and for the consequences (including any loss or damage which CrossTx may suffer) of any such breach.

Account Information and Security.

Access to and use of portions of the CrossTx Platform may require you to open an account (including setting up a CrossTx ID and password). To register, you must provide a valid email address as a CrossTx ID. You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify CrossTx immediately of any unauthorized use of your account or password, or any other breach of security. However, you will be responsible for losses incurred by CrossTx, Inc. or any other user of the CrossTx Platform due to someone else using your CrossTx ID, password, or account.

You may not use your username and password for any unauthorized purpose.

You, not CrossTx, Inc., has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all your data, and CrossTx, Inc. is not responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any of this data. You will not knowingly send or store spam, unlawful, infringing, obscene, or libelous material, or viruses, worms, Trojan horses, and other harmful code.

You may not use anyone else's CrossTx ID, password, or account at any time without the express permission and consent of the holder of that CrossTx ID, password, or account. CrossTx cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

By providing us with your email address, you agree to receive all required notices electronically, to that email address. CrossTx, Inc. will use this email address in accordance with our Privacy Policy which can be found at www.crosstx.com/privacy. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

If you chose to complete a CrossTx user account, you agree to accurately represent yourself, your organization affiliation and any other personal or organizational information you chose to share. You also agree not to impersonate any person, organization, company, or entity, or falsely state or otherwise misrepresent yourself, your age, or your affiliation with any person, organization, company, or entity.

We care about the security of our users. While we work diligently to protect the security of your account and related information, CrossTx, Inc. cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account by emailing security@crosstx.com.

Intellectual Property and Ownership.

CrossTx, Inc. shall at all times retain ownership, right title and interest in and to the CrossTx Platform including without limitation, all Intellectual Property Rights of the CrossTx Platform as used by you and any protectable suggestions, ideas, enhancements, requests, feedback, and recommendations or other information provided by you or any other party relating to the CrossTx Platform. "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions, and restorations thereof, now or hereafter in force and effect worldwide.

End User Comments/Feedback.

Our Platform allows End Users to provide comments or feedback regarding our Platform and our Services. By providing comments/feedback, you grant us the right to use your comments and feedback for the purposes of improving the Platform and our Services.

Ownership; Reservation of Rights.

The information, software, artwork, text, video, audio, pictures, trademarks, trade dress, and other intellectual property embodied in the Services or the CrossTx Content, are the proprietary property of CrossTx and its licensors, and are protected by U.S. and international copyright and other intellectual property laws, or are used under the principles of fair use. CrossTx and its licensors retain all rights with respect to the Platform, Services and the CrossTx Content except those expressly granted to you in these Terms. You agree not to duplicate, publish, display, distribute, modify, or create derivative works from the material presented through the software, the Platform and/or through the Services unless specifically authorized in writing by CrossTx.

Code of Conduct.

As a condition to your use of the Platform and the Services, you agree to follow our Code of Conduct, set out below. Under this Code, you will not:

- Upload, email or otherwise transmit any images or other data that is unlawful, obscene, harmful, hateful, invade the privacy of any third party, contain nudity or pornography, or are otherwise objectionable.
- Disseminate materials that impact or invade the privacy of others, such as photographs, video clips, sound recordings, personally identifiable information, or other materials that reveal personal, private or sensitive information about another person, without that person's consent.
- Submit material that is intentionally false, defamatory, unlawfully threatening, or unlawfully harassing.
- Infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy. Electronic materials – such as music, videos, games, images, and text in electronic form -- can easily be copied, modified and sent over networks (such as the Internet). These electronic materials are thus extremely vulnerable to unauthorized distribution and copyright infringement. These materials may not be transmitted over the Platform without the copyright owner's permission, or without a legitimate "fair use" justification for the transmittal.
- Transmit materials that contain any 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.
- Use the Platform to artificially generate traffic or page links to a Platform or for any other purpose not expressly allowed under these Terms.
- Use the Platform in a manner that could disable, overburden, or impair the Platform or Services or interfere with any other party's use and enjoyment of the Platform and Services, such as through sending "spam" email.
- Use the Platform to test or reverse engineer the Platform in order to find limitations, vulnerabilities or to evade filtering capabilities.
- Seek to obtain access to any materials or information through "hacking", "data harvesting", or through other means we have not intentionally made available to you through the Platform.
- Use the Platform for any purpose that is unlawful or prohibited by these Terms. For example, you will not use the Platform to violate any law, statute, or regulation (including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising).

Monitoring; Revocation or Suspension of Use Privileges.

We reserve the right at any time to (i) monitor your use of the Platform, and (ii) terminate or suspend your use of some or all of the Services (or any features within the Services) to you or to users generally at CrossTx's sole discretion, without prior notice to you. Although we have no – and assume no -- obligation to monitor activities on the Platform, please understand that we may employ filters designed to detect and block inappropriate content under this Code of Conduct. We reserve the right to request edits to your submission, to refuse to post, or to remove any information or materials, in whole or in part, that we believe, in our sole discretion, are incompatible with our Code of Conduct.

You acknowledge and agree that if CrossTx disables access to your account, you may be prevented from accessing the Services, your account details or any files or other materials which is contained in your account.

Users should also understand that our Code of Conduct is based in many instances on principles of applicable law. Users who violate our Code of Conduct accordingly may be exposed under these laws to criminal charges, and civil liability to harmed parties for compensatory damages and attorney's fees. CrossTx reserves the right at all times to disclose information it deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, consistent with its Privacy Policy.

User Disputes.

You are solely responsible for your interaction with other End Users of the Platform, both online or offline. We have no obligation to become involved in disputes between End Users (including disputes between End Users and Providers). If you have a dispute with another End User or one or more Providers, you release CrossTx (and our officers, directors, agents, employees, subsidiaries, and affiliates) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

Disclaimer: No Medical Advice.

The content on the Platform is provided for the purpose of assisting End Users in coordinating care. CrossTx makes no warranties with regard to an End User's or End Users patient's need for medical care or treatment.

Warranty Disclaimer.

UNLESS OTHERWISE AGREED IN A MORE SPECIFIC AGREEMENT BETWEEN YOU AND CROSSTX, CROSSTX DOES NOT PROMISE THAT THE PLATFORM OR SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT THE PLATFORM WILL PROVIDE SPECIFIC RESULTS FROM YOUR PARTICIPATION IN THE SERVICES OR YOUR USE OF ANY CONTENT, SEARCH, OR INFORMATION ON IT. THE PLATFORM AND ALL SERVICES AND CONTENT WITHIN IT ARE DELIVERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WHEN YOU ACCESS THE PLATFORM, YOU DO SO AT YOUR OWN RISK. CROSSTX DOES NOT WARRANT OR REPRESENT THAT MATERIALS YOU DOWNLOAD FROM CROSSTX SITES WILL BE FREE OF VIRUSES OR OTHER HARMFUL FEATURES.

CROSSTX DISCLAIMS (i) ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (ii) ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, OR LEGALITY OF INFORMATION AVAILABLE THROUGH THE PLATFORM; AND (iii) ANY RESPONSIBILITY OR LIABILITY FOR HARM RESULTING FROM DOWNLOADING OR ACCESSING INFORMATION THROUGH THE PLATFORM, INCLUDING HARM CAUSED BY VIRUSES OR SIMILAR DESTRUCTIVE FEATURES. YOU EXPRESSLY AGREE THAT USE OF THE CROSSTX PLATFORM AND RELATED SERVICES AND CONTENT IS AT YOUR SOLE RISK.

Limitation of Liability.

UNLESS OTHERWISE AGREED IN A MORE SPECIFIC AGREEMENT BETWEEN YOU AND CROSSTX, UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL CROSSTX BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR

CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE CROSSTX PLATFORM AND RELATED SERVICES AND CONTENT.

Indemnity.

UNLESS OTHERWISE AGREED IN A MORE SPECIFIC AGREEMENT BETWEEN YOU AND CROSSTX, End Users agree to defend, indemnify, and hold CrossTx and its subsidiaries, affiliates, officers, directors, agents, and employees harmless from any liability to third parties, including reasonable attorneys' fees, arising out of: (i) any breach by you or, for Provider End Users, by your employees, agents and independent contractors in your own organization that may or may not be acting in the role of a Designee for the Provider in the care of a specific patient (your "Workforce") of any representations, warranties or agreements contained in these Terms; (ii) the actions of any person gaining access to the Platform under a User ID, email address, password or other unique identifier assigned to you or a member of your Workforce; and (iii) your negligent or willful misconduct, or that of any member of your Workforce.

Modifications to these Terms.

We may modify and change these Terms over time. We will not "retroactively" change these Terms, and any modifications we make shall take effect proactively, once you next access the Platform. Please feel free to print out a copy of these Terms for your records.

Assignment.

These Terms shall not be assignable by you, either in whole or in part. CrossTx reserves the right to assign its rights and obligations under these Terms.

General.

This Agreement, and any dispute arising out of or in connection with this Agreement, shall be governed by and interpreted under the laws of the State of Montana. You agree that any legal proceedings must be resolved in Bozeman, Montana. The parties further agree that any cause of action arising under these Terms or our Privacy Policy shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. CrossTx's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This agreement and the terms and conditions contained herein set forth the entire understanding and agreement between CrossTx and you with respect to the subject matter hereof.

Contact Us.

If you have any questions about these Terms, the practices of this Site, or your dealings with this Platform, please contact us at:

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