

**CScreener.com**  
**Terms of Service**

**Last Updated: 6/11/2020**

Welcome to CScreener.com, an Applied Occupational Care, Inc. website, and thank you for visiting.

This Terms of Service Agreement (“Terms of Service”) is between Applied Occupational Care, Inc. (hereinafter referred to as "AOC", “Our,” “Us,” or “We”) and users (hereinafter referred to as “You” and “Your”) and governs Your use of AOC’ CScreener.com website (the “Site”). You must be at least 18, accept all the terms and conditions of these Terms of Service, and accept the terms of our Privacy Policy while using the Site.

If you do not agree to all of these Terms of Service, do not use this site. AOC may revise and update these Terms of Service from time to time. Your continued usage of the Site means you accept those changes.

**AOC Does NOT Provide Medical Advice.**

AOC Content (as defined below) is for informational purposes only. AOC Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. If you are feeling ill or experiencing discomfort, seek the advice of your physician or other qualified health provider or call 911 for emergency help. Never depend on the information obtained on the Site or Services and DO NOT disregard professional medical advice or delay in seeking such help because of something you have read on the Site or Services.

While physicians, nurses and other healthcare professionals may also use the Site and/or help provide the Service (as defined below), NO licensed medical professional/patient relationship is created when you use the Service or AOC Content.

AOC does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Site. Reliance on any information provided by AOC, its employees, others appearing on the Site at the invitation of AOC, or other visitors to the Site is solely at your own risk.

**AOC’s Services.**

The Site provides you and/or your employer, your physician, or various other institutions (each a “Requesting Party”), with a number of web-based Coronavirus prescreening measures that generate personalized results based on various risk factors and personal information you (or your healthcare provider) provide (including, but not limited to: your pre-existing medical conditions and history, you current symptoms, your travel history, and other demographic information), which may then be downloaded or delivered via email to yourself or the Requesting Party those results (the “Services”).

The Services consist multiple prescreen options to choose from based on your needs and/or the requests of your Requesting Party and are described more fully on the Site (each a “Service Tier”). There is a fee associated with each Service Tier (the “Service Fee”) which is detailed along with the description of each Service Tier on the Site. The Service Fee may be paid by either you, your Requesting Party. Before you can access the Service, you must create a user account (“Account”), pay the Service Fee, and agree to these Terms of Service.

When creating your Account, you will have to provide an accurate and valid email address or phone number (which we can see) and may have to create a password (which we cannot see). Once you have created an Account, you will log-in and complete an interview in which you (or your healthcare provider) will provide information including, but not limited to: (i) your symptoms; (ii) your travel history (down to the city, county, state or country levels); (iii) your demographic information; (iv) you pre-existing medical conditions; and (v) uploaded copies of your physician’s notes detailing your health condition. The interview and information requested in order to complete that interview may change depending on the Service Tier selected.

Depending on the Service Tier selected and once your interview is completed, the appropriate results will be compiled (the “Report”). The Report will be available for you to download and will also be sent to Requesting Party which originally requested the Report).

You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your Account or password. It is your sole responsibility to: (i) control the dissemination and use of your Account and password; and (ii) promptly inform AOC if you believe your Account or password has been compromised or if there is any other reason you need to deactivate a password. You may inform AOC of any problem regarding your Account or password by emailing us at [contact@Appliedoc.com](mailto:contact@Appliedoc.com). You grant AOC and all other persons or entities involved in the operation of the Site and the Service the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Site. AOC cannot and does not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using the Site or the Services.

AOC may, at our discretion, provide coupons or other discounts that can be applied toward the Service Fee. There will be a place to input any such coupon or discount information upon creation of your Account or payment for the Services. AOC does not provide refunds of the Service Fee but maintains the right to revise this policy at any time.

**Termination.** AOC reserves the right, without notice and in its sole discretion, to terminate your license to use the Services, and to block or prevent your access to and use of the Services and/or your Account for any reason (or no reason), including if AOC believes that you have violated any of these Terms, or acted inconsistently with the letter and spirit of these Terms of Service. Some grounds for terminating a license include, but are not limited to, creating fake accounts, posting material that is obscene or abusive, posting material that is embarrassing to any other person or entity as determined by AOC, providing untrue or inaccurate information, or using AOC for any purpose in violation of local, state, national or international laws.

**Privacy.** By using the Site and the Services, you also agree to our Privacy Policy.

We take the privacy of children seriously. You should be aware that the Site and the Services is not intended or designed to attract children under the age of 13. We do not collect personally identifiable information from any person we actually know is a child under the age of 13. If a parent or guardian becomes aware that his/her child provided us with information without their consent, he/she should contact us by email at [contact@Appliedoc.com](mailto:contact@Appliedoc.com). We will delete this information from our files within reasonable time.

**HIPAA.** We comply with the U.S. Health Insurance Portability and Accountability Act (HIPAA). You also represent and warrant that any information you submit to the services is not in violation of these Terms, HIPAA or any other applicable law or regulation.

**Intellectual Property Rights and Your Use of AOC Content.**

“AOC Content” is all contents of the Site, including but not limited to all product names and logos of AOC or its licensors (regardless of whether or not they appear in large print or with the trademark symbol), text, graphics, images, and any and all other materials created by AOC or its licensors, and any and all materials or communications generated by your use of the Services. “User Content” is all the material you, your healthcare provider, or any third party institution submit while using the Services (such as your own medical records). AOC and its licensors retain ownership of all AOC Content. You maintain ownership of your User Content.

All of the AOC Content is owned by AOC or our licensors and is protected by copyright, trademark, patent, and trade secret laws, other proprietary rights, and international treaties. AOC gives you permission to use the AOC Content only for personal, non-commercial purposes and does not transfer any intellectual property rights to you by virtue of permitting your use of the Services or our Site.

You may print, download, and store information from the Site for your own convenience, but you may not copy, distribute, republish, sell, or exploit any of the AOC Content, or exploit the Site or Services in whole or in part, for any commercial gain or purpose whatsoever.

**Limitation on Liability of AOC.** The use of the Site, the AOC Content, and the Services is at your own risk.

When using the Site, information will be transmitted over a medium that may be beyond the control and jurisdiction of AOC, its licensors and its suppliers (collectively the “AOC Parties”). Accordingly, AOC assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Site or Service.

The Site, AOC Content, and Services are provided on an "as is" basis. THE AOC PARTIES, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. Without limiting the foregoing, the AOC Parties make no representations or warranties about: (i) the accuracy,

reliability, completeness, currentness, or timeliness of the AOC Content, software, links, or communications provided on or through the use of the Site or the Service; or (ii) the satisfaction of any government regulations requiring disclosure of information on prescription drug products or the approval or compliance of any software tools with regard to the AOC Content contained on the Site.

In no event shall the AOC Parties, or any third parties mentioned on the Site be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use of or inability to use the Site, the AOC Content, or the Services, whether based on warranty, contract, tort, or any other legal theory, and whether or not the AOC Parties or any third parties mentioned on the Site are advised of the possibility of such damages. The AOC Parties, or any third parties mentioned on the Site shall be liable only in the amount of the Service Fee. Any claims arising in connection with your use of the Site, the AOC Content, or the Services must be brought within one (1) year of the date of the event giving rise to such action occurred. Remedies under these Terms of Service are exclusive and are limited to those expressly provided for in these Terms of Service.

**Indemnification.** You agree to defend, indemnify, and hold harmless AOC, our employees, contractors, officers, directors, agents, parent and other affiliates, from all liabilities, claims, demands and expenses, including attorney's fees, that arise from or are related to (a) your use of the Site, the AOC Content and/or the Services, or (b) the violation of these Terms of Service, or of any intellectual property or other right of any person or entity, by you or any person using your Account. The foregoing indemnification obligation does not apply to liabilities, claims and expenses arising as a result of our own gross negligence or intentional misconduct.

#### **Miscellaneous.**

**Severability.** Should any provisions of these Terms of Service be or become invalid or unenforceable, the remaining provisions of these Terms of Service will remain valid, and all provisions shall be enforced to the fullest extent permitted by law. AOC shall replace the invalid or unenforceable provision with a valid and enforceable provision.

**Survival.** The following provisions survive the expiration or termination of these Terms of Service for any reason whatsoever: Intellectual Property Rights and Your Use of AOC Content, Limitation on Liability, Indemnification, Choice of Law and Venue, and Complete Agreement.

**Headings.** The section headings used in these Terms of Use are for convenience only and do not limit, characterize, or in any other way affect the provisions of these Terms of Use.

**Choice of Law and Venue.** These Terms of Use shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of Illinois, without giving effect to the state's conflicts of law statute. Any dispute between the parties will be resolved in the state or federal courts of Illinois and the United States, respectively, sitting in Cook County, Illinois.

**Assignment.** These provisions may be assigned by AOC and will inure to the benefit of AOC, its successors, and assigns.

**No Waiver.** You agree that if AOC does not exercise or enforce any legal right or remedy available to it under these provisions (or any applicable law), AOC will not be deemed to have waived its rights or remedies, and those rights and remedies will still be available to AOC. Any waiver of any provision will be effective only if AOC expressly states in a signed writing that it is waiving a specified provision.

**Notices.** You agree that AOC may provide you with notices, including those regarding changes to these provisions, by email, regular mail, or postings on the Site and/or Services.

**Complete Agreement.** Except as expressly provided in a particular "legal notice" on the Site, these Terms of Service and the AOC Privacy Policy constitute the entire agreement between you and AOC with respect to the use of the Site, the AOC Content and the Services.