

# Terms of Use

Updated: February 28, 2024

PLEASE READ THESE TERMS CAREFULLY BEFORE USING HIPAACHECKER, THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, INCLUDING, WITHOUT LIMITATION, TERMS AND CONDITIONS RELATED TO WARRANTY DISCLAIMERS, LIMITATION OF LIABILITY, LIMITATIONS ON PERIODS FOR ASSERTING ANY CLAIMS, INDEMNIFICATION, GOVERNING LAW, AND THESE TERMS REQUIRE BINDING ARBITRATION. BINDING ARBITRATION MEANS THAT YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) TO ASSERT OR DEFEND YOUR RIGHTS UNDER THESE TERMS. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review Section 16 below entitled “Interpretations and Disputes” for the details regarding your agreement to arbitrate any disputes with us.

Welcome to HIPAAChecker available at <https://hipaachecker.health/> (the “**Service**”), which is owned and operated by Ubitrix International, Inc. (“**we**,” “**our**,” or “**us**”). The following terms and conditions of use (the “**Terms**”) govern your access to and use of the Service; pages within the Service and any information, material, or content made available on or through the Service; and all other communications provided by us.

BY ACCESSING OR USING THE SERVICE, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER; AND (C) ACCEPT THESE TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY THESE TERMS. If you do not agree to these Terms, then you are expressly prohibited from using the Service and you must discontinue use immediately.

## 1. Changes to the Service

We reserve the right to change, modify, or discontinue the Service or any portion of the Service, including any and all content, at any time, without notice to you. We reserve the right, in our sole discretion, to update, revise, supplement and to otherwise modify these Terms, and to impose new or additional terms and conditions. Such updates, revisions, supplements, modifications and additional rules, policies, terms, and conditions shall be effective immediately and incorporated into these Terms upon notice thereof, which may be given by any reasonable means including by posting updates to this webpage and changing the “Last Updated” date at the top of this webpage. Your continued use of the Service following the posting of changes to these Terms will mean you accept those changes.

## 2. Your Use of the Service

You are granted a limited, non-exclusive, revocable right to access and use the Service solely for your personal or internal business use. This right does not include the right to, and you shall not (nor shall you facilitate, direct, or assist a third party or end user to):

- Modify, reproduce, or resell any part of the Service's content or data (excluding your personal information), or otherwise commercially exploit any of the Service's content or data (even if that content or data is provided by a third party);
- Access, tamper with, or use non-public areas of the Service or our computer systems;
- Probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measure;
- Use the service to scan or scrape any third-party website or software that you do not have the right to do so;
- Access or search or attempt to access or search the Service by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us;
- Use any robot, spider, data miner, script, or other automated, semi-automated, or similar means (whether technological or human) to extract or gather data from the Service, or otherwise collect, gather, extract, scrape, or obtain any data or content from the Service for any commercial purpose other than obtaining services from us or your own personal or internal business use;
- Interfere with or disrupt, or attempt to do so, the access of any user, host, or network, including (without limitation) sending a virus, flooding, spamming, overloading, or mail-bombing the Service;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted on, through or in connection with the or Service;
- Attempt to hide, hide, or direct, facilitate or assist any third party in hiding your IP address to circumvent any of the restrictions in these Terms, including without limitation, if any IP address you have been assigned or used is blocked or dropped by us, you are hiding or switching your IP address to scrape or collect data and content from this Service, or you have received a cease and desist or other correspondence from us related to any activity in violation of these Terms that requires you to cease accessing or using the Service;
- Use the Service or any of its content in any manner other than the manner in which it is intended to be used, or in any way that interferes with its normal operations or with any other user's use and enjoyment of this Service, unless you first obtain our express written consent;
- Upload, post, email or otherwise transmit any User Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

- Upload, post, email or otherwise transmit any User Content that infringes any privacy, patent, trademark, trade secret, copyright, or other proprietary rights ("Rights") of any party;
- Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose;
- Use the Service or its content for any purpose prohibited or restricted by or otherwise violates applicable law; or
- Publish any reports or information generated through the Service.

Except for the limited right expressly granted to you in these Terms, we and our licensors expressly reserve all other rights and licenses.

### **3. Your User Account**

If you register for an online account with us on the Service, you are solely responsible for maintaining the confidentiality and security of the password and account and are fully responsible for all activities that occur under your password or account. You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security. For our business customers, you agree that you are solely responsible for your and your end user's compliance with these Terms and for any of your and their acts or omissions in the use of the Service. You acknowledge and agree that only the end users approved by us in writing, and for which you have paid for, are permitted to utilize the Service.

If you provide information on the Service, you agree to (a) provide true, accurate, current, and complete information about yourself, and (b) maintain and promptly update such information to keep it true, accurate, current, and complete to the extent the Service facilitates such updates. If you provide any information that is false, inaccurate, outdated, or incomplete, or we have reasonable grounds to suspect that such information is false, inaccurate, outdated, or incomplete, we have the right to suspend or terminate your account and prohibit or refuse any and all current or future use of the Service (or any portion thereof) by you or your end users.

### **4. User Content**

As our Service evolves from time to time, you may be able to submit certain types of user-generated content ("User Content") in the Service or exporting such User Content through the Service. By submitting User Content, you grant us an irrevocable, perpetual, non-exclusive, transferable, sub-licensable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, edit, translate, and create derivative works as desired by us to provide the Service in connection with its operations or for any other purpose permitted by law.

By posting User Content, you represent and warrant that (a) you have the right to post the User Content, (b) that no third-party rights, laws, or regulations will be violated by such posting, (c) that you have the right to grant us the rights granted herein, (d) the User Content is not harmful, fraudulent, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, or otherwise

objectionable or offensive, and (e) the User Content does not make the security of the Service vulnerable in any way. You are solely responsible for your User Content and the User Content of your end users, to the extent applicable. You acknowledge that we and our designees shall have the right (but not the obligation) in our sole discretion to refuse or remove or otherwise edit any User Content that is submitted through the Service.

## **5. Use Outside of the United States**

We make no representation that the materials contained on the Service are appropriate or available for use in jurisdictions outside the United States, or that these Terms comply with the laws of any other country. Visitors who use the Service and reside outside the United States do so on their own initiative and are responsible for compliance with all laws, if and to the extent local laws are applicable. You agree that you will not access the Service from any territory where its contents are illegal, and that you, are solely responsible for compliance with all applicable local laws.

## **6. Termination / Suspension**

You agree that we may issue a warning, temporarily suspend, indefinitely suspend, or terminate your or your end user's right to use or access all or any part of the Service, including any online account hereon, without notice, for any reason in our sole discretion, including, without limitation, violation of these Terms or our belief that your use or access would violate any applicable law or would be harmful to the interests of, or potentially cause financial loss or legal liability to, us, another user, or any third party.

## **7. Trademarks**

We or third parties from whom we have permission, own the trademarks and service marks that are used on the Service. All rights are reserved by us and said third parties, and no implied rights are granted to you or any third parties. These and other graphics, logos, service marks, trademarks, and trade dress of ours and our licensors may not be used without prior written consent of us or our licensor. Without limiting the foregoing, no trademark or trade dress of ours may be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among users, or in any manner that disparages or discredits us.

## **8. Copyright and Other Proprietary Rights**

We or third parties from whom we have permission, own the Service and all content that is used on the Service. All proprietary content and materials on the Service including, without limitation, the Service's layout, organization, design, and any graphics, text, icons, audio, video, and the like are protected by copyrights, trademarks, service marks, trade secrets, and other proprietary rights and laws. You may not copy or use this proprietary content, except as allowed by these Terms or by written consent of the owner of the proprietary rights.

## **9. Children's Privacy**

Individuals under the age of 18 (“**Minors**”) are not permitted to use the Service. Furthermore, we do not knowingly collect or solicit personal information from Minors or knowingly allow such persons to register for an online account or to post personal information on our Service.

## **10. Third-Party Sites**

The Service may contain links to other unrelated websites on the Internet. We are not responsible for and we have no obligation to review the content, accuracy, copyright compliance, decency standards, or other materials on such websites. These Terms do not apply to such unrelated websites, and you should review the privacy policy and terms of use for any website that you visit. We make no representations or warranties regarding the security of any information you make available to such websites. We are not liable for any losses or damages incurred as the result of your business dealings with such third parties.

## **11. Third-Party Data Sources**

The Service may rely upon data and content obtained from third-party data sources. We are not responsible for and have no obligation as to the quality, accuracy, validity, or usefulness of the data that is obtained from third party data sources. We make no representations or warranties regarding the third-party data sources, or the data and content received from those sources, and we are not liable for any losses or damages incurred as the result of your use of such data. You are encouraged to independently validate and confirm all data that you receive through the Service or from us.

## **12. Disclaimer of Warranties**

OUR SERVICE AND OUR CONTENT IS PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR NONINFRINGEMENT. WE DO NOT WARRANT THAT ANY PART OF THE SERVICE WILL OPERATE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICE OR THE SERVICE IN TERMS OF ITS QUALITY, CORRECTNESS, ACCURACY, RELIABILITY, COMPLIANCE WITH LAW (INCLUDING, BUT NOT LIMITED TO, THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT) OR OTHERWISE. ANY RELIANCE ON SERVICE CONTENT IS AT YOUR OWN RISK AND YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE SERVICE IS SUITABLE FOR YOUR BUSINESS AND IF AND CONTENT OR RESULTS GENERATED THROUGH THE SERVICE COMPLY WITH ANY LAWS APPLICABLE TO YOU. WE CANNOT BE HELD RESPONSIBLE FOR ANY CLAIM THAT THE SERVICE OR RESULTS GENERATED THROUGH THE SERVICE ARE INACCURATE OR FAIL TO COMPLY WITH ANY LAW.

YOU UNDERSTAND AND AGREE THAT WE ARE NOT PROVIDING LEGAL ADVICE NOR DOES OUR SERVICE REPLACE LEGAL ADVICE AND YOU ACKNOWLEDGE THAT YOU SHOULD WORK WITH YOUR ATTORNEY TO CONFIRM AND LEGAL COMPLIANCE OBLIGATIONS OR RESULTS.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED, WE EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY, CONTENT, LEGALITY, AVAILABILITY OF INFORMATION, PRODUCTS, SERVICES, OR MERCHANDISE FOUND ON THIRD PARTY SITES THAT LINK TO OR FROM THE SERVICES. WE CANNOT BE HELD RESPONSIBLE FOR THE MATERIAL CONTAINED ON THIRD PARTY SITES AND/OR RELATED SERVICES NOR DO WE MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE SECURITY OF ANY INFORMATION YOU MIGHT BE REQUESTED TO GIVE TO THIRD PARTY WEBSITES.

### **13.Limitation of Liability**

TO THE FURTHEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL WE, OUR AFFILIATES, RELATED ENTITIES, VENDORS OR CONTENT PROVIDERS (COLLECTIVELY, THE "HIPAACHECKER PARTIES") BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, EXEMPLARY AND/OR INCIDENTAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR THE LOSS OF USE OR REPLACEMENT OF DATA, OR LOST PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICE OR ANY OF ITS CONTENT WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE HIPAACHECKER PARTIES SHALL NOT EXCEED THE GREATER OF THE TOTAL FEES PAID BY YOU TO US DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE UPON WHICH YOUR CLAIM AROSE, IF ANY, OR ONE HUNDRED DOLLARS (US \$100).

YOU AGREE TO PROMPTLY NOTIFY US IN WRITING IF YOU BELIEVE YOU HAVE ANY CLAIM AGAINST THE HIPAACHECKER PARTIES, AND, IN ANY EVENT, YOU AGREE THAT ANY CLAIM NOT BROUGHT WITHIN ONE YEAR AFTER IT ARISES (OR SUCH SHORTER PERIOD UNDER SERVICEABLE STATUTES OF LIMITATION) SHALL BE WAIVED AND RELEASED.

SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES OR WARRANTIES. ACCORDINGLY, SOME OF THE EXCLUSIONS AND LIMITATIONS ABOVE MAY NOT SERVICELY.

### **14.Indemnification**

You agree to indemnify, defend, and hold harmless us, our officers, representatives, directors, employees, consultants, third party suppliers, and agents from any and all losses, expenses, third-party claims, liabilities, fees, fines, damages, and costs (including, without limitation, attorneys' fees) arising from or related to your or your end user's use of the Service, your or your end user's use of any material, information, data downloaded or otherwise obtained from the Service, your or your end user's violation of applicable law, or your or your end user's violation of these Terms, including without limitation, your or your end user's infringement of any intellectual property or other right of ours or any other person or entity.

## **15. Notice**

We may deliver notice to you by means of e-mail, a general notice on the Service, or by other reliable method to the address you have provided to us.

## **16. Interpretation and Disputes**

These Terms are governed by the laws of the State of Wisconsin, without regard to any conflict of law's provisions. Any disputes under these Terms, shall be resolved through binding arbitration.

YOU AND US ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

- A. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR USE OF THE SERVICE WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.
- B. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with either the Consumer Arbitration Rules or the Commercial Arbitration Rules as applicable (the "AAA Rules") then in effect, except as modified by this Section 16. (The AAA Rules are available at [adr.org](http://adr.org) or by calling the AAA at 1 800 778 7879.) The Federal Arbitration Act ("FAA") will govern the interpretation and enforcement of this Section 16; but if the FAA is inapplicable for any reason, the governing law identified in Section 16 shall apply, without regard to choice of law principles. Unless both parties agree otherwise, any arbitration hearings between you and us will take place in Milwaukee County, Wisconsin.
- C. Except as provided herein, the arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Terms are void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity.

Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. You and we agree that neither party shall appeal any award of the arbitrator, including any appeal on a question of law, question of fact or question of mixed fact and law.

- D. We will be responsible for paying any individual consumer's arbitration/arbitrator fees. If an individual consumer prevails on any claim that affords the prevailing party attorneys' fees, the arbitrator may award reasonable fees to you under the standards for fee shifting provided by law. For the avoidance of doubt, this Section 16(D) shall only apply to individual consumers.
- E. You agree to an arbitration on an individual basis. In any dispute, NEITHER PARTY WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal shall not consolidate more than one person's claims and shall not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction located in the jurisdiction set forth in Milwaukee County, Wisconsin.
- F. If any provision of this Section is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced; provided, that in the event Section 16(E) is found to be unenforceable, all of this Section 16 shall be deemed null and void and of no effect.

If any provision of these Terms is deemed unenforceable or invalid by a court or arbitrator, then the court or arbitrator shall modify such provision to the minimum extent necessary to make such provision enforceable and valid. Should such modification prove impossible or impracticable, then the provision shall be severed, and the remaining terms of these Terms shall be interpreted and read to give them maximum enforceability.

Notwithstanding the foregoing provisions, we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property.

## **17. Entire Agreement**

These Terms and any related ordering documents constitute the entire agreement between you and us relating to the subject matter herein, and supersede all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

## **18. Waiver and Severability**

Furthermore, no delay or omission by us to exercise any right shall impair any such right or be construed to be a waiver by us. If any provision of the Terms is found by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such provision shall, as to such



jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction, provided, however, if such invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

## **19. Electronic Communications**

You acknowledge that these Terms are a valid and binding agreement. To the fullest extent permitted by law, you agree that these Terms and any other documentation, agreements, notices, or communications between you and us may be provided to you electronically. Please print a copy of all such documentation, agreements, notices, or other communications for your reference.

## **20. Mobile Devices**

Some mobile devices may not be capable of accessing the Service in its entirety. We are not responsible or liable for any errors, inaccuracies, faults, or failures arising from your attempts to access any portion of the Service using any mobile device. Furthermore, you agree that you alone are responsible for all access and connectivity charges imposed by your communications carrier in connection with your use of any mobile device.

## **21. Force Majeure**

We shall not be liable to you or any other party for any delay or failure in performance due to events outside of our reasonable control, including without limitation, acts of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, pandemic, fire, flood, earthquake, storm or other like event, disruption or outage of third-party communications facilities or networks, labor strike, delays of common carriers, or any other circumstances beyond our reasonable control.

## **22. Patches and Updates**

We may apply patches, updates, and modifications to the Service and associated software at any time, and features may change after the application of an update. We may change, modify, suspend, or discontinue any aspect of any feature or service on the Service at any time. We may also impose limits on certain features or restrict your access to parts or all of the Service and associated software without notice or liability. We make no representation that a feature, the Service and/or associated software will work on a particular web browser, version of a web browser or device.

## **23. Contact**

To ask questions or comment about these Terms, we may be contacted at:  
[ubitrix.intl@gmail.com](mailto:ubitrix.intl@gmail.com)

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