

TERMS AND CONDITIONS

Welcome to LOUDreviews (“The Company”) website (the “Site”). The Company provides online access to customer review facilitation software (collectively, the “Services”). As used in these Terms and Conditions, references to “The Company” means and includes The Company, its parent, subsidiaries and affiliated entities, “you” or “your” means you, your dependent(s), if any, and any other person eligible for access to your The Company account. These Terms and Conditions apply to your use of the Site and, to the extent referenced, to your registration for, subscription to, and use of The Company Services. The Company may, at any time and from time to time, in its sole discretion, change these Terms and Conditions. Any changes to these Terms and Conditions will be effective immediately upon posting of the changed Terms and Conditions on the Site. You agree to review these Terms and Conditions periodically, and your use of the Site following any such change constitutes your agreement to follow and be bound by such changed Terms and Conditions.

Use of Site

Subject to your compliance with these Terms and Conditions, your acknowledgement of the Privacy Policy on the The Company Site and your payment of any applicable fees, The Company grants you a limited, revocable, non-exclusive, non-transferable and non-sub-licensable license to access and make personal use of the Site. The Company retains all right, title and interest in, and to The Company, the Services and any Information, products, documentation, software or other materials on the Site. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate such information to anyone. Use, reproduction, copying, or redistribution of The Company’s trademarks, service marks and logos is strictly prohibited without the prior written permission of The Company.

You agree not to access the Site or use the Services in an unlawful way or for any unlawful purpose, including but not limited to: posting or transmitting a message under a false name, posting any data, materials, content or information which is libelous, defamatory, obscene, fraudulent, false or contrary to the ownership or intellectual property rights of any other person, or positing any content which contains or promotes any virus, worm, Trojan horse, time bomb or other computer programming or code that is designed or intended to damage, destroy, interfere or manipulate in any way, or otherwise interrupt or expropriate the Site or the Services, personal information, software, equipment, servers or Information or facilitate or promote hacking or similar conduct. The Company may delete any Information provided by you that it deems in its sole discretion fraudulent, abusive, defamatory, and obscene or in violation of a copyright, trademark or other intellectual property or ownership right of any other person.

Payments, Changes to Services and Refunds

Access to The Company Services may be cancelled at any time upon written notice to The Company. The Company may provide refunds as determined in its sole and absolute discretion.

Site Control

The Company reserves complete and sole discretion with respect to the operation of the Site and the Services. The Company may, among other things, withdraw, suspend or discontinue any functionality or feature of the Site or the Services. Additionally, although The Company attempts to ensure the integrity and accurateness of the Site, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Site and content thereon. The Company may provide links to third parties' web sites but is not responsible, under any circumstance, for an error related to the content or functionality of third party sites nor is it responsible for the terms and conditions, privacy practices, accuracy, copyright compliance, legality, decency or any of the Information, products, services or any transmissions received by or through third parties. Any link on the Site to any third party's Web site does not imply an endorsement of the terms, privacy practices, or products or services of any kind of any third party. If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through our Site by sending us written notice pursuant to Section 6 below. The Company reserves the right, in its sole discretion, to terminate your access to all or part of the Site, with or without cause, and with or without notice.

Limitation of Liability

IN NO EVENT SHALL The Company BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF (i) ONE MONTH'S (1 MONTH'S) SUBSCRIPTION RATE OF YOUR SUBSCRIPTION PLAN, OR (ii) IN THE EVENT NO SUBSCRIPTION PRICE WAS PAID OR REQUIRED, \$1,000. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MTM BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OF THE SERVICES OR LOSS OF INFORMATION, WHETHER IN ANY ACTION IN WARRANTY, CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE OR FUNDAMENTAL BREACH), OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR THE INABILITY TO USE, THIS SITE OR ANY SERVICE OFFERED OR PROVIDED THROUGH THIS SITE OR BY OTHER MEANS OR ANY INFORMATION OR PRODUCTS CONTAINED IN, ACCESSED THROUGH, OR PRODUCTS PURCHASED OR SERVICES SUBSCRIBED TO ON THIS SITE OR OTHERWISE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF MTM IS ADVISED OF THE LIKELIHOOD OR POSSIBILITY

OF THE SAME. TO THE EXTENT CERTAIN JURISDICTIONS RESTRICT ANY OF THE ABOVE LIMITATIONS OF LIABILITY; SUCH LIMITATIONS SHALL NOT APPLY IN SUCH JURISDICTIONS TO THE EXTENT OF SUCH RESTRICTIONS. YOU ACKNOWLEDGE AND AGREE THAT MTM'S AGGREGATE LIABILITY TO YOU FOR ANY DAMAGES, LOSSES, FEES, CHARGES, EXPENSES OR LIABILITIES AND IN CIRCUMSTANCES WHERE THE FOREGOING LIMITATION IS FINALLY DETERMINED TO BE UNAVAILABLE SHALL NOT EXCEED THE SUBSCRIPTION PRICE PAID BY YOU FOR THE ONE (1) MONTH PERIOD PRIOR TO THE TIME OF THE FIRST OCCURRENCE OF THE SUBJECT DAMAGES, LOSSES, FEES, CHARGES, EXPENSES OR LIABILITIES.

Indemnity

You agree to defend, indemnify and hold harmless The Company and its Affiliates from and against any and all rights, demands, losses, liabilities, damages, claims, causes of action, actions and suits (no matter whether at law or equity), fees, costs and attorneys' fees (including appellate level) of any kind whatsoever arising, directly or indirectly, out of or in connection with (i) your use or misuse of the Site or the Services or any Information posted on the Site, (ii) your subscription, (iii) your breach of the Terms and Conditions or the Privacy Notice , (iv) your relationship with any participating physician , (v) the content or subject matter of or any Information you provide to The Company, any of its Affiliates, any participating physician or Customer service agent, and/or (vi) any negligent or wrongful action or omission by you in the use or misuse of the Site or the Services or any Information posted on the Site, including, without limitation, infringement of third party intellectual property rights, privacy rights, or negligent or wrongful conduct.

Dispute Resolution

The Company will try to work in good faith to resolve any issue you have with the Site through its customer service department. However we realize there may be rare cases where we may not be able to resolve an issue to a customer's satisfaction. In the event we cannot resolve a dispute between us, you agree all matters related to any use or access of the Site or the Services will be governed by the laws of the State of Texas without regard to its conflicts of laws rules. Venue for any claims or controversies arising out of this agreement or related to any use or access of the Site or the Services will be exclusively in Collin County, Texas. You hereby waive any objections to such jurisdiction or venue.

Force Majeure

Notwithstanding anything herein to the contrary, The Company shall not be liable for any losses arising out of the delay or interruption of its performance of any obligations due to any act of God,

act of governmental authority, act of public enemy, war, riot, flood, civil commotion, insurrection, severe weather conditions, or any other cause beyond its reasonable control.

Entire Agreement; Severability

These Terms and Conditions and the Privacy Notice constitute the sole and only agreement of you and The Company and supersede any prior understandings or written or oral agreements between you and The Company with respect to their subject matter and constitute a complete and exclusive statement of the terms of the agreement between you and The Company with respect to their subject matter. The provisions of these Terms and Conditions and the Privacy Notice are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, but such provision shall be reformed, if reasonably possible, only to the extent necessary to make it enforceable.

Privacy Notice

This privacy notice discloses the privacy practices for (www.loudreviews.com). This privacy notice applies solely to information collected by this website. It will notify you of the following:

1. What personally identifiable information is collected from you through the website, how it is used and with whom it may be shared.
2. What choices are available to you regarding the use of your data.
3. The security procedures in place to protect the misuse of your information.
4. How you can correct any inaccuracies in the information.

Information Collection, Use, and Sharing

We are the sole owners of the information collected on this site. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone.

We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request, e.g. to ship an order.

Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

Your Access to and Control Over Information

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.

- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

Security

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline. Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a lock icon in the address bar and looking for "https" at the beginning of the address of the Web page. While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.