



Terms and Conditions

Web Site Terms and Conditions and Privacy Statement

Introduction

Welcome to our Website. This Website is maintained as a service to our customers. By using this Website, you agree to comply with and be bound by the following terms and conditions of use. Please review these terms and conditions carefully. If you do not agree to these terms and conditions, you should not use this site.

Agreement.

This Agreement (the "Agreement") specifies the Terms and Conditions for access to and use of www.alltranssoftware.com (the "Website") and describe the terms and conditions applicable to your access of and use of the Website. This Agreement may be modified at any time by All Trans Software Inc upon posting of the modified agreement. Any such modifications shall be effective immediately. You can request the most recent version of these terms at any time by contacting All Trans Software at 612-888-7255. **Each use by you shall constitute and be deemed your unconditional acceptance of this Agreement.**

Usage & Agreement

ALL TRANS SOFTWARE INC ("ATS") will not license, disclose, sell or otherwise share information gathered on or through ALL TRANS web site(s) except as described in these Web Site Terms and Conditions and Privacy Statement. These Web Site Terms and Conditions and Privacy Statement are those referred to in the General Terms and Conditions to the Master Services Agreement between ATS and each customer of Hosted Services. In the event of any inconsistency between these Terms and Conditions and Privacy Statement and the applicable Master Services Agreement, the terms of the Master Services Agreement shall govern.

Legal Requirements

Use and disclosure of "personal information" is subject to extensive United States Federal and state regulation. Each Customer and each User agree to comply at all times with their respective obligations, all regulations promulgated there under from time to time and all other applicable Federal and state laws and regulations. While ATS provides an infrastructure for efficient storage, retrieval and distribution of information, making determinations on disclosure, sharing and distribution of information is solely the responsibility of Customers, Users and their advisors.

Access

Access to customer information and records will be strictly controlled by passwords, and in some cases authentication devices and PIN numbers, issued to individual Users. It is the responsibility of each User to maintain secrecy of passwords, PIN numbers and other security measures at all times to prevent unauthorized use and access. Customers and User shall indemnify ATS from and against all liability, loss or damage arising



from unauthorized use of Users' password, PIN number, and/or authentication device, unless such unauthorized use is solely attributable to the gross negligence or willful misconduct of ATS.

Customer Information

In the course of providing the Services, ATS will receive from Customers and Users information about Customers and Users and will moreover gather details of their usage of the Hosted Services. ATS will not disclose information received about individual Customers or Users, or details regarding an individual Customer's or User's usage of the Hosted Services, except as necessary to perform the Hosted Services or to comply with laws or legal process. ATS may, however, disclose information regarding its Customers and Users, and patterns of use of the Hosted Services, on an anonymous or aggregate basis.

Cookies

We use a feature on your Internet browser called a cookie. Cookies are small files that your Web browser places on your computer's hard drive. We use cookies to let us identify you. The cookie will not allow access to any secured areas of our site; these will always require a password.

Log Files

We use IP addresses to analyze trends, administer the site, track user movement, and log information for security purposes. IP addresses are not linked to personally identifiable information. All such collected information will be available for review by Customer, to enable Customer to track usage by the various Users.

Links

Our Web site may contain links to other sites. Please be aware that ATS is not responsible for the privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of each and every Web site that collects personally identifiable information.

Security

ATS takes many precautions to protect our users' information. When customers submit sensitive information to our Web site, we protect it both online and offline. On-line we are using encryption, through SSL (Secure Socket Layer) authentication (user names and password), and a firewall to protect our user's data. Off-line we protect the data through both physical and operating system security.

Member Communications

Existing Customers and Users will occasionally receive information about products and services. We respect the privacy of our users and offer the option not to receive these types of communications.

Correction/Updating Personal Information

If a Customer's or User's contact or billing information changes or if a Customer or User no longer desires our service, we will correct, update, or remove that Customer's or User's company data provided to us.

Misuse and Termination

Misuse of ATS's ASP and Hosted Services such as by hacking, spamming, solicitations whether commercial or non-commercial, or transmission of information that is harmful, obscene, harassing, libelous or illegal is strictly



forbidden. Any such activity, and any other violation of these Terms and Conditions and Privacy Statement or the Master Services Agreement by a Customer or User may, in ATS's discretion, result in termination of Hosted Services by ATS to the Customer or User without notice, and entitle ATS to all other remedies available under applicable law. Without limiting the generality of the foregoing, termination may also result if ATS has reason to believe that a Customer or user is not in compliance with laws governing privacy or disclosure of health information or that a patient consent has been withdrawn or revoked. Finally, failure of a Customer to pay any sum due and owing to ATS under the Master Services Agreement or otherwise shall constitute grounds for termination of the Hosted Services.

No warranties

This website is provided "as is" without any representations or warranties, express or implied. ATS makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, ATS does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. [If you require advice in relation to any [legal, financial or medical] matter you should consult an appropriate professional.]

Limitations of liability

ATS will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if ATS has been expressly advised of the potential loss.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, as an s-corporation entity, ATS has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against ATS officers or employees in respect of any losses you suffer in connection with the website.



Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect ATS officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as ATS.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify ATS and undertake to keep ATS indemnified against any losses, damages, costs, liabilities and expenses including without limitation legal expenses and any amounts paid by ATS to a third party in settlement of a claim or dispute on the advice of ATS legal advisers incurred or suffered by ATS arising out of any breach by you of any provision of these terms and conditions or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to ATS other rights under these terms and conditions, if you breach these terms and conditions in any way, ATS may take such action as ATS deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

ATS may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

ATS may transfer, sub-contract or otherwise deal with ATS rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement



These terms and conditions constitute the entire agreement between you and ATS in relation to your use of this website, and supersede all previous agreements in respect of your use of this website, unless otherwise in writing.

Acknowledgment Receipt of Terms and Conditions

Printed Name

Date

All Trans Rep Initials

Signature