

# DAQBILLING PRIVACY POLICY

The Privacy Policy set forth below defines the commitment of Antek Healthware, LLC ("Antek Healthware") to protect the privacy of Personal Information that is collected or used in the course of conducting Antek Healthware's business and providing DAQbilling. This Privacy Policy constitutes an agreement between You and Antek Healthware regarding Your use of and access to DAQbilling.

## I. Definitions. In this Privacy Policy:

"You" or "Your" means the person who has agreed to be bound by this Privacy Policy regarding use of and access to DAQbilling and includes the individual or entity that registers for access and use of DAQbilling and all Authorized Persons as such term is defined in Part I of the Terms of Use for DAQbilling. "Patient" means the natural person to which Personal Information refers. "DAQbilling" means the electronic system owned and operated by Antek Healthware that allows You to electronically submit, process and manage health insurance claims, inquiries and information requests, and includes the computer software and documentation provided to You for use in accessing and using DAQbilling.

II. Privacy In Personal Information. Antek Healthware acknowledges that a Patient has a right of privacy in all Personal Information that refers or relates to such Patient. As used herein, "Personal Information" means all personally identifiable information referring or relating to a Patient, including but not limited to the Patient's name, addresses, telephone numbers, social security number, insurance information, health condition and medical history information and all Individually Identifiable Health Information as such term is defined in the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA").

III. Confidentiality Of Personal Information. Antek Healthware will respect the legal requirements regarding the privacy of Personal Information and is committed to complying with all applicable law. Antek Healthware shall maintain the security of Personal Information, and protect the integrity of Personal Information, with a commercially reasonable degree of care. Antek Healthware shall hold all Personal Information in confidence in perpetuity and shall not use or disclose Personal Information except: (i) as specifically permitted or required by applicable law, regulation, subpoena or court order; (ii) as expressly permitted in writing by You and/or the applicable Patient to which such Personal Information refers or relates; (iii) solely as necessary to effect, administer, or enforce a transaction requested or authorized by You or in connection with servicing or processing a product or service requested or authorized by You; or (iv) otherwise solely for the purposes of operating and providing the services associated with DAQbilling. Antek Healthware shall allow You reasonable electronic access to all collected Personal

Information that was provided to Antek Healthware by You or that otherwise refers or relates to Patients to allow You to supplement such Personal Information, to correct any Personal Information that is false, inaccurate, incomplete or outdated, and otherwise for such purposes as permitted or required by applicable law. At times, Antek Healthware shall remove identifiable features from collected Personal Information and use the resulting information for statistical, historic or other purposes, consistent with applicable law ("Aggregate Information").

IV. Extent Of Obligation. This Privacy Policy is intended only to obligate Antek Healthware to protect Personal Information to the extent required by applicable law. Therefore, while Antek Healthware shall endeavor to contractually require others who acquire or provide Personal Information from or to Antek Healthware, such as Antek Healthware employees and contractors, to comply with the principles and objectives of this Privacy Policy, You agree that Antek Healthware shall not be held liable for: (i) any improper use or disclosure of Personal Information by You or any other person or entity not under Antek Healthware's direction or control; or (ii) breach of any duty or obligation set forth in this Privacy Policy which obligation is greater than that required by applicable law (and in such case this Agreement shall be deemed to have been modified to reflect solely those requirements of applicable law and no other obligations or requirements).

V. Representations And Warranties; Indemnification. You represent and warrant to Antek Healthware that: (i) all Personal Information provided by You to Antek Healthware is true, accurate, complete and current as of the date You provided such Personal Information; (ii) You shall promptly correct, modify or amend all false, incomplete, outdated or inaccurate Personal Information that refers or relates to Patients as it comes, or is brought, to Your attention; (iii) in providing Personal Information to Antek Healthware, You have complied with all applicable laws, rules and regulations in effect and as amended from time to time, including but not limited to HIPAA; and (iv) You have obtained all appropriate consents required by all applicable law to allow Antek Healthware to provide You with the services associated with DAQbilling. You hereby agree to and shall indemnify, defend and hold harmless Antek Healthware and its employees, directors, affiliates, subsidiaries and clients, against any third party claim and any related cost or expense, including legal fees, arising out of or related

to any breach by You of these representations and warranties or this Privacy Policy.

VI. Effect Of Termination Of Other Agreements. Within a reasonable time after the termination or expiration of any agreement between You and Antek Healthware: (i) Antek Healthware will execute a data inspection of the electronic databases containing Personal Information You provided to Antek Healthware, so that upon completion of a data scrub of such Personal Information, all such Personal Information in all live electronic databases owned or operated by Antek Healthware will be rendered inaccessible by any user of the databases other than Antek Healthware and its employees or agents; and (ii) Antek Healthware will provide to You, within thirty (30) days of Your written request therefore, a file, in comma delimited or other ascii based format of Antek Healthware's choosing, of all data, including all Personal Information, posted on DAQbilling by You or on Your behalf.

VII. Change Of Policy. Antek Healthware may modify this Privacy Policy from time to time. Such modifications shall be posted on the site where You log on to DAQbilling, and You agree to receive notices concerning this Privacy Policy solely by notices posted upon Your log on to DAQbilling. Antek Healthware will use commercially reasonable efforts to notify You when You log on to DAQbilling if a modified Privacy Policy has been posted. Antek Healthware shall not apply any such modifications retroactively to Personal Information Antek Healthware has previously collected. You may give written notice to Antek Healthware within thirty (30) days of receiving notice of the modifications that You do not consent to such changes (if You do not so object, the modifications shall automatically become effective). If You object to the modifications, Your participation in DAQbilling shall terminate and the provisions of Item VI shall apply.

VIII. Terms Of Use. This Privacy Policy is adopted and incorporated by reference into the Software License and General Terms of Use for DAQbilling ("Terms of Use"). The Terms of Use and the Privacy Policy are the legal documents governing Your use of DAQbilling. Please thoroughly review all provisions of the Terms of Use, in addition to this Privacy Policy, prior to making any use of DAQbilling.