TERMS OF USE

Welcome to My MergePortal™, a solution offered by Merge Healthcare. My MergePortal™ provides patients with a convenient, secure and private means to communicate with their healthcare provider, access their medical records, schedule appointments, request prescriptions, pay bills, and benefit from a variety of other services.

In order to use My MergePortal™, you must agree to comply with the Terms of Use set forth herein. Merge Healthcare reserves the right modify these Terms of Use at any time for any reason and will provide you with notice of any such modifications.

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- **9. General Information** These Terms of Use constitute the entire agreement between you and Merge Healthcare governing your use of My MergePortal[™], superseding any prior agreements between you and Merge Healthcare (including, but not limited to, any prior versions of the Terms of Use) with respect to its subject matter. These Terms of Use shall be governed by the laws of the State of Illinois without regard to its conflict of law provisions, and you and Merge Healthcare agree to submit to the personal and exclusive jurisdiction of the courts located within the Northern District of Illinois. The failure of Merge Healthcare to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction

to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. You agree that any claim or cause of action arising out of or related to use of My MergePortal™ or these Terms of Use must be filed within one year after such claim or cause of action arose or be forever barred. The Terms of Use will inure to the benefit of Merge Healthcare and its successors and assigns.

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