

ACCLAIM CONSULTING INC.

Account Member Agreement

Last modified: November 1, 2019

The Account Member Agreement ("**AMA**"), which follows, governs the relationship between You and Acclaim Consulting Inc. (referred to as "**Acclaim**", "**We**", "**Our**", or "**Us**"), having a place of business in Richmond, British Columbia, (the "**Parties**"). The AMA is a part of the AGREEMENT as defined in the Schedule A attached to the Terms of Use located at the <https://www.claimmanager.ca/media/legal/schedule-a.pdf>

You may be referred in this document as You, User, Account Owner, Account Member, or Administrator.

By using the Services, You agree to these terms. Please read the AMA as well the AGREEMENT in its entirety and check for updates often. In case of a conflict between this Agreement and the Terms of Use, the Terms of Use shall prevail. IF YOU DISAGREE WITH THESE TERMS, YOU ARE NOT AUTHORIZED TO ACCESS OR USE ANY PART OF THE SERVICES.

Whereas

- a. Acclaim is responsible for the operation of the Services;
- b. You may be able to authorize other Users to access some or all functionality of the Services through Your Services Plan and access, create, use, hold and disclose data within the Services, including Personal Information of other individuals;
- c. You may be authorized to access the Services through the Services Plan of another User and access, use, create, hold or disclose data within the Services, including Personal Information of other individuals;
- d. Together with the AGREEMENT, the AMA explains the rights and obligations of Users who access the Service through the same Services Plan, including the ownership of the Content and protection of privacy of Personal Information.

NOW THEREFORE in consideration of the promises and the covenants, agreements, representations and warranties set out in this AGREEMENT (the receipt and sufficiency of which is hereby acknowledged by each Party), the Parties agree as follows:

1. **Definitions.** Unless the context requires otherwise, all capitalized terms in this document have the meanings given to them in the Schedule A attached to the Terms of Use.
2. **Account Owner**

- 2.1. An Account Owner must be declared for every Services Plan opened in the Services. Each Services Plan has only one Account Owner at one time. The Account Owner is the most responsible Person for the use of the Services under the Services Plan.
- 2.2. The Account Owner is the Account's Administrator.
- 2.3. The Account Owner, who is an individual, may choose to authorize another User to act as an Administrator. The Account Owner, who is an organization or entity, must authorize an individual to act as an Administrator. The appointed Administrator can be replaced at any time, effective immediately, by giving Us a written notification.
- 2.4. Only the Account Owner can obtain a copy of the Content created by the Account Member(s) after the termination of the AGREEMENT in accordance with Section 21(h)(iii).

3. The Role of "Administrator" ("Admin")

- 3.1. The Admin acts on behalf of the Account Owner.
- 3.2. The Admin has access to all functionality included in the Services Plan and to all the Content created by the Users who are authorized to access the Services under the same Plan.
- 3.3. The Admin chooses the Services Plan.
- 3.4. The Admin may authorize other Users, called Account Members, to access the Services under the same Services Plan and delegate this right to an Account Member.
- 3.5. Only the Admin can download a copy of the Content created by Users under the same Services Plan during the Term, subject to the Section 21(g)(iii) of the Terms of Use, or authorize an Account Member to do so.
- 3.6. Only the Admin can close the Account and terminate the Services or authorize an Account Member to do so.

4. Account Member(s)

- 4.1. An "Account Member" or "Member" is a Person who is authorized to access any part of the Services and the Content under the Account's Services Plan.
- 4.2. If an Account Member is an organization or another entity, it has to authorize an individual to act as an Account Member on behalf of that entity.
- 4.3. An Account Member's level of access rights might differ from that of other Users.
- 4.4. An Account Member must read and accept the terms of the AGREEMENT before accessing the Services. A violation of any term of this AGREEMENT by an Account Member may result in the termination of the Services and closure of the Account.
- 4.5. The number of Account Member(s) may be limited based on the chosen Services Plan or may incur additional charges for the Account Owner.

5. Data Ownership

- 5.1. All right, title and interest in, and control and custody of, the Content, including Confidential and Personal Information created, entered, received, imported and stored in the Services by the Account Owner or an Account Member, shall remain with the Account Owner, who can choose to share such control and/or custody with any Account Member.
- 5.2. An Account might contain data that is applicable to or created by an Account Member. Depending on the access rights, an Account Member might become in control of or obtain custody of some data in the Account. Notwithstanding the above, an Account Member must not claim ownership rights to such data under this AGREEMENT. The Account Owner can terminate a Member's access to the Services and/or Content at any time, with or without a notice.
- 5.3. If an Account Member wants to access, use or obtain a copy of any data in the Content, the Member needs to request an authorization of the Account Owner. We recommend that an Account Member enters into an agreement with the Account Owner to ensure the right to obtain control, custody or possession of any data in the Services' Content that is relevant to the Member or stipulate the right to become the Account Successor.
- 5.4. We will honor and enable the rights to access the Content that an Account Owner grants to a Member as long as the Member's access to the Account is active. After that, an Account Member needs to contact the Account Owner directly to request a copy of any data or claim any other rights to the Content.
- 5.5. We acknowledge and agree that We shall not acquire any ownership of Your Content.

6. Roles of Account Members

- 6.1. The Content within the Services might contain highly sensitive confidential information, including Personal Information. One of the measures to protect the confidentiality of such information is the concept of User Roles. The "Role" of a User determines the scope of the User's access rights to the functionality and data in the Services.
- 6.2. We may enable the Admin to create template Roles within the functionality of the Services Plan. Examples of Roles in a health care clinic are a practitioner, receptionist, manager, medical office assistant, booking assistant, accountant, auditor, supplier, patient, etc.
- 6.3. An Account Member's access rights are limited by the scope of the Role. However, they may be limited further within that scope. For example, a Role of practitioner may enable the User to access patients' profiles but that practitioner might be limited further in regard to which profiles he or she can access. That means that Your access rights may differ from the rights of another Account Member with the same Role.
- 6.4. Your Role may enable You to (1) access, share, create, edit, use, disclose, download or delete certain Content, (2) add Services (and/or charges) to the subscription, (3) add or remove an Account Member, (4) change a Member's access rights or a Role, (4) create or customize a Role, and more.

7. Access to the Services.

- 7.1. The Admin or any User who is authorized to do so may grant an Account Member access to the Services under the same Services Plan and determine the Member's access rights.
- 7.2. When authorizing a User to access the Services, You take full and complete responsibility for actions and inactions of such User in accordance with Section 4 of the Terms of Use.

8. Replacing an Account Owner.

- 8.1. Notwithstanding Section 2 of the Terms of Use, The Account Owner can transfer the licence to the Services, the rights, title and interest in the Plan's Content, and all the rights and obligations under the AGREEMENT to another Account Member ("**Account Successor**") at any time during the active subscription, effective immediately, by giving Us a written notification. We reserve the right to process such a request no later than within 30 days of the date We receive the notice.
- 8.2. The Account Owner may not be able to access the Services and the Content after such a note is given, unless such access rights are granted to him or her by the new Account Owner or the Administrator.

9. Terminating Access of an Account Member.

- 9.1. If We receive instructions requesting Us to terminate an Account Member's access to the Services, We will revoke the access rights to the Services effective immediately. It is the responsibility of the Admin to inform an Account Member about such intention and ensure that all authorized Users obtained a copy of the eligible Content before their access is terminated.

10. Terminating the Services

- 10.1. If We receive a request to terminate the Agreement and to close the Services Plan Account, We will delete the Content in accordance with Section 21(h).

11. Accessing and Sharing Confidential and Personal Information

- 11.1. Subject to Your access rights, You may be enabled to access Confidential Information of other Users or Acclaim within the Services. You must comply with the terms of Section 21(a), (b) and (c) when accessing, using or disclosing such information.
- 11.2. You must comply with the terms of the Data Sharing Agreement in relation to Personal Information that You can access, collect, share, use, disclose, transmit or handle in any way in connection with the Services.
- 11.3. When authorizing another Person to access Personal Information within the Services , You acknowledge and agree that that access is being provided by You and not Acclaim, and Acclaim is not responsible in any way for Your disclosure of Personal Information to that Person even though We may be enabling such access.
- 11.4. If You have the option of accessing another User's Content, You acknowledge and agree that the Account Content is being provided by the User, and not Acclaim, and Acclaim is not responsible in any way for Your use of Confidential and/or Personal Information within such Content.

12. Account Credentials

- 12.1. You access Your Account, the Services and Your Content with Your Credential.
- 12.2. Your Credentials must contain individual and secure email address, and You must not grant access to that mailbox to any Person at any time.
- 12.3. You must use unique and complex password to access Your Account.
- 12.4. You must keep Your Credential in a private and secure place. You should change Your passwords as often as practical.
- 12.5. In accordance with Section 6(a) of the Terms of Use, You may not share Your Credential with anyone including other Account Members or Administrator to avoid tampering with access logs, unless expressly permitted by Us in writing. If You were permitted to allow another Person to access Your Account on Your

behalf using Your Credential, You must keep a journal that logs the periods of such access. You must change Your password after You withdrew the access rights. You are responsible for any access to the Services under your Credential.

- 12.6. If Your password has been assigned to You by somebody else, You must change such temporary password as soon as possible, even if You are not prompted to do so.
- 12.7. If You lose Your Credential, You must contact Us so that We can reset it after verifying Your Identity and access rights. We might ask You some personal questions and/or a code word to confirm Your identity.
- 12.8. We might require You to use two-factor authentication to complete the login as enhanced security measure.

13. Audits

Within the rights of Your Role, You may access the Services and conduct regular privacy audits

- 13.1. to determine whether the compliance with Applicable Canadian Laws are being maintained;
- 13.2. to determine whether the business' own written standards, procedures and privacy policies are being effectively and efficiently executed; and
- 13.3. for any other purpose essential to Your business' effective operation.

14. Severability

If a provision of this AGREEMENT 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.

15. Survival.

The obligations in this Agreement shall continue and survive the completion, expiry or other termination of the AGREEMENT for any reason.

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