

ACCLAIM CONSULTING INC.

Third-Party Service(s) Agreement

Last modified: November 1, 2019

The Third-Party Service(s) Agreement (“**TPSA**”), 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 TPSA 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>

By using the Services, You agree to these terms. Please read the TPSA as well the AGREEMENT in its entirety and check for updates often. In case of a conflict between these terms 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) You may choose to use Our Services or authorize the use of Our Services in connection with a third-party service, in particular, you may elect to enroll into the Data Exchange Services or Consulting Services;
- b) Together with the AGREEMENT, this TPSA sets out the terms by which We may provide Data Exchange Services and Consulting Services to You.

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. **Third-Party Services Credentials.** You may need to be an active subscriber of a Third-Party Service to be able to use that service and/or the Data Exchange Services. In order for Us to access a Third-Party Service on Your behalf to provide You with the Data Exchange Services or the Consulting Services, You may need to provide Us with Your Third-Party Service Credential(s) from time to time. We will maintain Your Credential(s) in encrypted form, whenever possible and practical, and will only use them in connection with the Data Exchange Services, Consulting Services or otherwise at Your direction.
3. **Data Exchange Service.**
 - 3.1. **Limited Power of Attorney and Data Exchange Service.** You hereby represent that You have the authority to provide the Third-Party Credential to Acclaim and You expressly appoint Acclaim as Your, or the third party’s who owns the Credential, agent with limited power of attorney to access any Third-Party Services and conduct Data Exchange Service on Your behalf.
 - 3.2. **Data Access Service.** With respect to each Data Access Service, You grant Us the right to retrieve the data on Your behalf and to reformat and manipulate the data as reasonably necessary for You to view and understand it.

3.3. **Data Transfer Service.** With respect to each Data Transfer Service, you grant Us the right to access Your data and Confidential and Personal Information and transfer the data to the Third-Party Service and to reformat and manipulate the data as reasonably necessary for the data to function with such service. After the transfer occurs, the original data will remain in the Services unless we disclose to you otherwise.

3.4. **Data Receipt Services.** With respect to each Data Receipt Service, you grant Us the right to retrieve data on Your behalf, to transfer data to Our Services, and to reformat and manipulate your data as reasonably necessary for the data to function with the Services. After the transfer occurs, your original data may not remain in the Third-Party Service. Please review the terms of those services to confirm.

4. **Consulting Services.**

4.1. **Limited Power of Attorney and Consulting Services.** You hereby represent that You have the authority to provide the Third-Party Credential to Acclaim and You expressly appoint Acclaim as Your, or the third party's who owns the Credential, agent with limited power of attorney to access and use any Third-Party Services on Your behalf when providing the Consulting Service to You.

4.2. **Additional rights.** With respect to each instance of the Consulting Services and to the extent necessary to provide the Consulting Services to You, You grant Acclaim the right to initiate the following actions on Your behalf:

- 4.2.1. access any Third-Party Service and Your data within it and use the Service's functionality;
- 4.2.2. collect Your data and Personal and Confidential Information from a Third-Party Service or Provider and use and store such data;
- 4.2.3. create, alter, format, delete, and manage in other ways Your data and personal profile in a Third-Party Service;
- 4.2.4. disclose Your data and Personal and Confidential Information to a Third-Party Provider and/or Service; for example, to request customer support on Your behalf or to enroll You with a third-party service;
- 4.2.5. communicate with a Third-Party Provider's Personnel by phone, email, fax or other means of communication on Your behalf and submit Your forms, letters and other correspondence to them;
- 4.2.6. provide Our contact information with a purpose to receive communication from a Third-Party Provider on Your behalf and initiate actions required by a Third-Party Provider in such correspondence;
- 4.2.7. manage and update Your banking information provided to a Third-Party Provider if instructed to do so by You in writing;
- 4.2.8. provide necessary consents and accept and agree to a Third-Party Service's terms and conditions;
- 4.2.9. activate Your Third-Party account(s), pass validations, obtain, store and update access tokens;
- 4.2.10. create, manage, update, obtain, store and reset Your password(s), security questions and answers and other Third-Party Credentials, update Your Third-Party Credentials in Our Services and follow all the necessary procedures and protocols to have the connection

between the services restored and tested, ensuring that You have access to the updated password at any time;

- 4.2.11. manage, create, correct and resubmit Your declined claims;
 - 4.2.12. perform other actions reasonably required to provide the Consulting Services to You.
5. **Data Transfer and Receipt.** You acknowledge and agree that the Data Transfer Services and Data Receipt Services might be completed using the integration between the services, data entry, file export and import or by any other means in our sole discretion. You grant Us the right to provide necessary consents and declarations and accept terms of use on Your behalf if required by a Third-Party Service.
 6. **Third-Party Enrollment.** If you request Our assistance with a Third-Party Service's enrollment, You acknowledge and agree that You or the Person whom You represent are eligible for the enrollment with the Third-Party Service.
 7. **You Provide Accurate Information.** You acknowledge and agree that the information that You provide to Acclaim for the Data Exchange and the Consulting Services is accurate, legitimate and authentic and that You are solely responsible for such information.
 8. **We are not responsible for Your use of Third-Party Services.** If You decide to use a Third-Party Service, You agree that You are solely responsible for Your relationship with the Third-Party Providers. Acclaim is not affiliated with Third-Party Providers and does not endorse or recommend any Third-Party Services. Except as prohibited by law, You agree that the Third-Party Providers, and not Acclaim, are solely responsible for their own actions or inactions, and Acclaim is not liable for any damages, claims or liabilities arising out of or related to any Third-Party Services and the contents, goods or any transactions offered or conducted by them.
 9. **Accept Third-Party Terms before Using Their Services.** By accessing or using Third-Party Services, You agree that You read and accepted their terms of use. You agree to direct Your complaints, claims, concerns and questions to those third-parties. You must provide all required and appropriate warnings, information and disclosures to the Third-Party Services and Acclaim. You are solely responsible for complying with the Third-Party Service's terms.
 10. **Accept Third-Party Terms before Using Our Services.** You agree that You will
 - 10.1. review and comply with all Third-Party Service's terms and conditions before You access or use the Data Exchange Service(s) or the Consulting Services, and
 - 10.2. not use the Data Exchange Service(s) and the Consulting Services in any manner that would infringe or violate the rights of Acclaim or any other party, or in furtherance of criminal, fraudulent or other unlawful activity.
 11. **Limitations.** We do not guarantee that You will be able to use the Data Exchange Services or the Consulting Services with any specific products or services. You will only have access to the Data Exchange Services and the Consulting Services during the period for which You have paid for a subscription. Third-Party Providers may make changes to their websites, with or without notice to Us, that may prevent or delay the overall performance of the Data Exchange Services or the Consulting Services. Your most recent data from a Third-Party Service may not always be available in the Services. Any data obtained through the Data Receipt Service will be made available in the Services, and will be subject to the terms and conditions of the AGREEMENT.

12. **Shared Information.** You acknowledge and agree that after We disclose, share or transfer Your data and Confidential Information to a Third-Party Provider, You may not be able to delete it.
13. **Third-Party Charges.** A Third-Party Provider may require You to enter into license agreements or pay fees, which, unless expressly set out herein, are not included in the Service Fees. In the event that any Third-Party Provider charges for access to data, You agree that You are responsible for any fees due and owing.
14. **Out-of-Country Transfer.** Depending on the Third-Party Service You choose, You further agree and acknowledge that Your Personal and Confidential Information and data, may be transferred through the Data Transfer Service to another country where security and privacy controls may not be adequate for data protection.
15. **Personal Information.** Any Personal Information that is being collected, accessed, used, received, transferred or disclosed in connection with Your use of Third-Party Services is subject to the terms of the Privacy Policy, the Data Sharing Agreement and the Account Member Agreement.
16. **Headings.** The headings used in the Agreement are for convenience and reference only and shall not affect the construction or interpretation of this Agreement.
17. **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.
18. **Agreement Applies to All Users.** These terms apply to all Users, including Account Owners, Account Members and their Personnel.
19. **Part of the Terms of Use.** These terms are subject to the Terms of Use, including Sections 21, 22, 23, 29, 32, 33, 34, 35, etc.
20. **Survival.** The obligations in these terms shall continue and survive the completion, expiry or other termination of the AGREEMENT for any reason.

Our mailing address is
3080-11666 Steveston Hwy
Richmond, BC, V7A 5J3
Phone: +1 (604) 626-9903
Fax: +1 (866) 863-6217
Email: info@acclaim.consulting