

## Terms of Use

Cornerstone Adminisystems Inc. (herein interchangeably referred to as Cornerstone, we, us, or our) owns the websites listed below, along with any of their subdomains:

- [www.cornerstoneadminisystems.com](http://www.cornerstoneadminisystems.com)
- [www.ambulancebillingoffice.com](http://www.ambulancebillingoffice.com)
- [www.kcmedserv.com](http://www.kcmedserv.com)

Any sites we have now or in the future will reference these Terms of Use. For the purposes of the Terms of Use, reference to all websites is done collectively and referred to in the singular, as “the Site.” The terms described herein govern the use of the Site, as well as any documents expressly incorporated by reference.

### Acceptance of Terms

By accessing or using the Site you agree to be bound by these Terms, as well as the terms of our Privacy Policy, available at <http://www.cornerstoneadminisystems.com/NPP%202013-09-23%20Cornerstone.pdf>.

Our privacy policy explains what information we collect, how we gather and use the information, our policies for protecting and disclosing information, and the options you have regarding your information.

We reserve the right to make updates or changes at any time to the Site, Terms of Use, and Privacy Policy. Any such changes are considered to be effective immediately upon their publication. Continued use of the Site following the posting of revised terms will indicate your acknowledgment and agreement to be bound by the revised terms.

### Patient and/or Representative Contact

Patients and/or their representatives who use the Site for the purposes of facilitating payment or some other acceptable form of closure to an ambulance claim, agree that Cornerstone may contact them by telephone, text or email, at any telephone number (land-based or cellular) or any email address, provided to Cornerstone, by which phone charges could be assessed to the patient and/or representative. Methods of contact may include using prerecorded voice messages and/or an automatic dialing device, as applicable.

### Age

Cornerstone does not intend for the Site to be accessed or used by minors, generally considered to be individuals under the age of 18. As such, users of the Site affirm they are at least 18 years of age, or possess legal parental or guardian consent, and are fully able and competent to enter into, and comply with the Terms of Use and our Privacy Policy.

## **Content**

Despite our best efforts, our Site may contain typographical inaccuracies, mistakes, or omissions. As a result, we do not warrant, nor are we responsible for, the accuracy, reliability, completeness, or usefulness of the content available on or through our Site.

Information on the Site (any type in any format), whether provided by Cornerstone, its licensors, or by you, may contain technical inaccuracies or typographical errors. Cornerstone may remove, change, or update such content without notice. Cornerstone may also make changes to the Site at any time and without notice.

## **Account Information**

In some cases, a user may create an account in order to access certain information. It is a condition of use that the information provided will be complete, accurate, and up-to-date. It is the responsibility of the individual providing the information to retain and keep confidential any relevant password or log-in credential at all times.

Cornerstone bears no responsibility for the loss of said information and any damage the user may incur as a result. If you become aware of any unauthorized use of your account or account information, or any other breach of security, you agree to notify Cornerstone.

We may require that you change your account information or certain parts of your account information at any time for any reason.

## **Third-Party Sites & Social Media**

Cornerstone has no control over the privacy practices or the content of any site to which the Site links, nor does a link imply that Cornerstone endorses or accepts any responsibility for the content or the use of such sites. If you visit these sites or use services available through these sites, you will be subject to their terms of use and privacy policies.

By permission, Cornerstone's clients and other approved entities may link to our Site or any social media account created and maintained by Cornerstone. Such linkage implies that the entity making the connection accepts the terms and will abide by them at all times.

## **User Behavior**

Users understand and acknowledge that they are responsible for any content they send to Cornerstone or post on the Site, and that they are fully responsible for such content, including its legality, reliability, accuracy and appropriateness. Cornerstone is not responsible, or liable to any third party, for the content or accuracy of any content that Content that you or any other user send to us or post on the Site. Likewise, all submissions will be treated as non-proprietary and non-confidential.

## **Prohibited Use**

Users agree not to damage, disrupt, or otherwise interfere in any way with the standard operational capability and security features of the Site. Users likewise agree they will not attempt to gain access to any computer network, or access any element related to or affiliated with said network, in any way that would have any kind of negative impact on the functionality and capability of the Site.

## **Intellectual Property**

All right, title, and interest in and to the Site, along with its content, features, and functionality, and all intellectual property rights, are retained by Cornerstone, protected as necessary by copyright, trademark, patent, intellectual property, and other laws of the United States and foreign countries. No right, title or interest in or to the Site is transferred to a user, and all rights not expressly granted are reserved by Cornerstone.

## **Limitation of Liability & Indemnification**

The site is provided "as-is" and "as available" with no warranties. Users agree that they use the Site at their own risk. Cornerstone shall not be held liable for any damages incurred, at any time and for any reason, in relation to use of the Site.

You agree to indemnify, defend and hold harmless Cornerstone and all of its parents, affiliates or subsidiaries, agents, officers, directors, employees, information providers, licensors and licensees (collectively "Indemnified Parties") from and against any and all liability and costs (including, without limitation attorneys' fees and costs), incurred by the Indemnified Parties in connection with your use or any claim in connection with or resulting from any breach by you of these Terms.

You agree to cooperate fully in Cornerstone's defense of any such claim. You agree that Cornerstone shall be entitled to select its own counsel, at your expense, to defend it in connection with any claim subject to indemnification by you. You likewise agree that Cornerstone, and not you, will have control over the defense of any such claim.

You further agree that you will not in any event settle any matter involving Cornerstone, whether or not the settlement binds or is on behalf of Cornerstone, without the written consent of Cornerstone.

## **Governing Law and Jurisdiction**

These Terms of Use shall be construed, interpreted and performed exclusively according to the laws of Pennsylvania, United States of America, without regard to the conflict of laws principles thereof. You expressly agree that any cause of action or claim you may have relating to the Site will be filed within one year of when the cause of action was incurred, and only in a state or federal court in Harrisburg, Pennsylvania. You hereby consent and submit to personal jurisdiction of such courts for the purposes of any action related to Site.

### **Entire Agreement, Agency, Waiver and Severability**

These Terms, together with our Privacy Policy, constitute the complete understanding between you and Cornerstone with respect to your use of the Site, and these Terms supersede and replace any and all prior oral or written understandings or agreements.

Nothing contained in these Terms creates any agency, partnership, or other form of joint enterprise between you and Cornerstone.

No waiver from Cornerstone of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Cornerstone to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If a court should find that one or more rights or provisions set forth in these Terms are invalid, you agree that the remainder of the Terms will remain in full force and effect and that the invalid provision will be enforceable to the fullest extent permitted by law. We will amend or replace such provisions with ones that are valid and enforceable and which achieve, to the extent possible, our original objectives and intent as reflected in the original provisions.

### **Term and Termination**

These Terms will remain in full force and effect as long as you continue to access or use the Site. We may, with or without prior notice, terminate any of the rights granted by these Terms without cause. You shall comply immediately with any termination or other notice, including, as applicable, by ceasing all use of the Site.