



#### EFFISCRIBE USE AGREEMENT

You (meaning you individually and your company) acknowledge and agree that upon signing up for Effiscribe services you enter into a contractual relationship with New Millennium Techsol, L.L.C. d/b/a Effiscribe ("Effiscribe") as set out below. By downloading, printing, signing, and Forwarding this contract per the instructions on the "Sign Up" page, you manifest your acceptance of all of the terms and conditions set out herein and you agree to enter into a binding contract. You agree as follows:

1. You may receive a one-time free trial of 50 lines (lines are defined below). You must sign and return this contract per the instructions on the "Sign Up" page prior to receiving your free trial. If you have more than one person within your company that will use Effiscribe services, you may have as many as five free trials within your company, but only one per individual up to five. By signing this agreement, you agree to use no more than one free trial per individual and five for your company. Each of the five individuals must register separately with Effiscribe in order to obtain the free trial.
2. Upon receiving this signed agreement, Effiscribe will provide you with a randomly generated customer identification number and password that you will use to access the Effiscribe system. The customer identification numbers and passwords will be emailed to you and each individual in your company that will use the service.
3. If you agree to use Effiscribe to transcribe a minimum of 3000 lines per month over a period of six (6) months or more, you will receive the first 300 lines free of charge, not including the lines used for the free trial. You may also qualify for one or more complimentary digital voice recorders if you sign up for the minimum 3000 lines per month for a minimum of six (6) months. The free lines and digital voice recorders will be the subject of an additional service agreement covering. The free lines applies only to you individually or your company as a whole; the number of digital voice recorders provided will depend upon the number of users in your company and the number of lines per month more than 3000 that you commit to us.
4. Effiscribe reserves the right to deny service to any person or entity for any reason, including, but not limited to, abuse of the free trial period as determined in the sole discretion of Effiscribe. Effiscribe also reserves the right to audit the use of Effiscribe services by you at any time, including by accessing your business premises during ordinary business hours.
5. Effiscribe understands that patient and client confidentiality are of utmost importance for purposes of maintaining doctor-patient, attorney-client, and attorney work product privileges. No work performed by Effiscribe for you and your patients/clients will be disclosed to third parties except as required by law. In the event Effiscribe receives legal process for the surrender of any paper documents or computer files, Effiscribe will notify you electronically of such process and provide you with the opportunity to defend, at your own expense, against any disclosure. Effiscribe will cooperate with you in such defense but may charge additional professional and clerical fees on an hourly basis, including attorney fees, for participating in such defense.

Any paper documents will be disposed of by shredding such documents. Effiscribe will set-up files and directories on computer(s) in such a way as to prevent unauthorized viewing, deleting, or copying. Said computer(s) will also be configured to prevent unauthorized use and will also employ security devices to prevent theft. No work shall be sent from the computer without it first being encrypted using a minimum of 128 bit encryption. No patient or client names will be stored by the Effiscribe in any form of database for use after termination of this contract. Your name may be stored indefinitely for purposes of further marketing of Effiscribe services to you



and for the purpose of verifying prior system usage. Regular back-ups of your work will be made in order not to forever lose the transcribed work.

6. You will pay Effiscribe its currently published standard per line rates for completed work only, a line being 65 characters (including spaces). Different published rates will apply for orders requiring other than standard turn around time. Turn around times of less than 12 hours require advance notice to Effiscribe. Turn around times begin to run from the time Effiscribe receives digitally recorded information to transcribe and do not include any time required to digitize any non-digital voice recordings. Digitizing any non-digital voice recordings and any other non-routine services provided by Effiscribe will be subject to additional handling fees not included in the per line charge.
7. Invoices for payment for completed work will be submitted to you electronically either on a weekly or monthly basis. You agree to pay each invoice within 10 (ten) days of its receipt.
8. The name, logo, trade-mark or trade-marks, letterhead, and any other intellectual property of you or your patient/client shall remain exclusively the property of you or your patient/client. Effiscribe may only make use of these properties when performing work for you or your patient/client.
9. You or Effiscribe must give written notice of at least 14 (fourteen) days of their desire to terminate this contract. All outstanding work and finished work will be returned to you, and any loaned equipment, machines, or supplies owned by Effiscribe, will be returned to the other party on or prior to the last day of the 14 (fourteen)-day notice period. Within the notice period, Effiscribe will perform to the extent possible in accordance with this contract and you agree to pay Effiscribe for such work.
10. Breach of any part of this contract by either party could result in the termination of this contract by the offended party. All normal clauses pertaining to dissolution of this agreement would then come into effect; additionally, you shall be liable for any collection or attorney fees Effiscribe may incur in recovering any amounts due under this agreement.
11. **IN NO CASE SHALL EFFISCRIBE OR ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OR CONTRACTORS BE LIABLE TO YOU, TO YOUR PATIENTS/CLIENTS, OR TO ANY THIRD PARTY FOR ANY TYPE OF DAMAGES RESULTING FROM ERRORS OR OMISSIONS IN TRANSCRIPTIONS. WHILE EFFISCRIBE WILL USE ITS BEST EFFORTS TO ENSURE TRANSCRIPTIONS ARE CORRECT, ACCURATE AND TIMELY, YOU ACKNOWLEDGE THAT THE CORRECTNESS ACCURACY AND TIMELINESS OF TRANSCRIPTIONS ARE YOUR SOLE RESPONSIBILITY AND YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD EFFISCRIBE AND ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OR CONTRACTORS HARMLESS FROM ANY DAMAGES RESULTING FROM TRANSCRIPTIONS PERFORMED BY EFFISCRIBE FOR YOU OR YOUR CLIENTS/PATIENTS. YOUR SOLE REMEDY IN THE EVENT TRANSCRIPTIONS ARE NOT CORRECT, ACCURATE, TIMELY OR ARE OTHERWISE DEFICIENT IS A REFUND OF (OR CANCELLATION OF YOUR DUTY TO PAY) THE PRICE OF THE TRANSCRIPTION.**
12. The terms of this agreement are binding from the time a signed copy is received by Effiscribe and you are issued a user identification number and password.
13. **THE TERMS OF THIS AGREEMENT MAY CHANGE FROM TIME TO TIME**



**WITHOUT NOTICE. EACH TIME YOU SUBMIT MATERIAL FOR TRANSCRIPTION YOU AGREE TO THE THEN-CURRENT TERMS AS PUBLISHED ON THE EFFISCRIBE WEB PAGE.**

- 14. A separate agreement must be forwarded per the instructions below for you and each person within your company that will use the Effiscribe service.
- 15. IN THE EVENT OF ANY DISPUTE BETWEEN YOU AND EFFISCRIBE IN ANY WAY RELATED TO THE SERVICES PROVIDED BY EFFISCRIBE, THE PARTIES MUTUALLY AGREE THAT SUCH DISPUTE SHALL BE ADJUDICATED IN BINDING ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND THAT ANY ARBTRAL PROCEEDINGS SHALL BE CONDUCTED IN AND THROUGH THE AMERICAN ARBITRATION ASSOCIATION OFFICE IN MINNEAPOLIS, MINNESOTA. THE ARBITRATION SHALL BE BINDING AND NOT SUBJECT TO APPEAL OR REVIEW BY A COURT EXCEPT TO THE EXTENT A PARTY MAY NEED TO ENFORCE AN ARBITRATION AWARD IN COURT, IN WHICH CASE THE PARTIES MUTUALLY CONSENT AND AGREE THAT JURISDICTION SHALL LIE SOLELY IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA IN MINNEAPOLIS OR IN MINNESOTA DISTRICT COURT IN DAKOTA COUNTY, MINNESOTA.
- 16. You manifest your agreement to the foregoing terms and conditions by printing this contract, Signing it below, and faxing it or mailing it to Effiscribe, 15284 Dupont Path, Apple Valley, MN 55124; fax: (952) 322 3137

Agreed and Accepted by	Participant Members
_____ (Signature)	1 _____
Printed Name _____	2 _____
Name of Company (if applicable) _____	3 _____
Title _____	4 _____
Address _____	5 _____
City, State, Zip _____	
Email Address _____	
Telephone Number _____	
Fax Number _____	



Received , Approved, and Accepted,

EFFISCRIBE

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Customer ID# \_\_\_\_\_

Customer Password \_\_\_\_\_