



Revenue Cycle Match.com, Inc. ("RCM") or ("our") or ("we"), via [www.revcyclmatch.com](http://www.revcyclmatch.com), provides an innovative "matchmaking" platform for healthcare providers and healthcare vendors. The use of the term "you" or "your" herein is intended to reference either a vendor or provider who is either a company or an individual person acting as an agent on behalf of the company.

By accessing [www.revcyclmatch.com](http://www.revcyclmatch.com) (our "website") and by using any services available on our website, you have accepted these Terms of Use, which govern your use of our services, and agree to be bound by the Terms of Use. Identifying information of a person or company which is either a vendor or provider is subject to our Privacy Statement, the terms of which are incorporated herein. Please review our Privacy Statement to understand our practices.

As used in these Terms of Use, "RCM service", "our service" or "the services" means the services provided by RCM in matching providers with vendors based upon the provider's desire to be matched with a selected vendor. The RCM service is fully completed and concluded immediately upon disclosure of provider's profile information to the selected vendor following vendor selection by provider, vendor acceptance of the match notification, and vendor authorization for RCM to charge the vendor payment information on file for the applicable match fee and the payment is completed.

## 1. Acceptance of Terms of Use Agreement

a. This Agreement is an electronic contract that establishes the legally binding terms you must accept to access and use the Website, and to become either a provider member or vendor member (see membership details below). For purposes of this Agreement, the term "member" means a person or company who provides information to us to participate in the RCM service in any manner, whether such person uses the RCM service as a free provider member or as a paid vendor member. This Agreement includes our (i) Privacy Statement, (ii) subscription terms, and (iii) additional rules and terms posted on our website that specifically reference this Agreement, such as terms governing billing. By accessing our website or using the RCM service, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein and consent to have this Agreement provided to you in electronic form. Please print a copy of this Agreement for your records. This Agreement may be modified by us from time to time, such modifications to be effective upon posting onto our website.

## 2. Provider Membership

a. In order to be eligible for a provider membership, an applicant must be confirmed as being an actual provider of health care services. A provider membership application may be automatically denied if it is determined by RCM that, in RCM's sole and exclusive discretion and not subject to appeal, the applicant is not an eligible provider.



revcyclmatch.com

b. Upon confirmation of a provider membership and login credentials are issued, a provider member will receive full, free access to the Connexion Calendar (see section 4 below).

c. Healthcare providers are offered a free membership with RCM. There are no costs or obligations on the part of providers to continue membership with RCM and the existence or nature of the provider's membership shall be kept in strict confidence by RCM except as otherwise set forth in our Privacy Policy. In order to register to become a member, a provider will complete an online profile and provide valid contact information to be provided to selected healthcare vendors only if a match is made between the provider and vendor. We take our responsibility to protect the privacy and confidentiality of provider information very seriously as provider anonymity is a key component to the RCM services. The provider is solely responsible for the accuracy of the information provided to us for the purposes of completing the provider profile and we have absolutely no obligation to confirm the accuracy, either at the outset or on a continuing basis, of the provider information. Provider may terminate the free RCM membership at any time for any or no reason whatsoever by contacting us directly at [info@revcyclmatch.com](mailto:info@revcyclmatch.com).

### 3. Vendor Subscription

a. Healthcare vendors who elect to establish a vendor subscription can do so by selecting either a platinum, gold or silver level subscription. Each subscription is on an annual basis, billed and collected automatically monthly, and automatically renews annually until terminated. Subscriptions cannot rely or be based upon the nature or number of provider memberships as such information is maintained by RCM in strict confidence and disclosure is only permitted in accordance with the Terms of Use and Privacy Policy. Furthermore, any request by a current or potential vendor for information as to the existence or nature of other vendor's subscription shall be denied as competition amongst vendors is a natural component of the RCM services. Upon establishing a vendor subscription, the vendor must provide us with a valid credit card ("Payment Method") which will be authorized for the entire annual subscription amount; however, the annual subscription amount will be charged in 12 equal monthly installments. In some cases, your payment date may change, for example if your Payment Method has not successfully settled or if your subscription began on a day not contained in a given month. In some instances, your available balance or credit limit may be reduced to reflect the amount authorized. The annual subscription amount is fully earned upon registration of the vendor subscription account. Cancellation of the vendor subscription will not relieve the vendor from full payment of the balance of the annual subscription amount. Any cancellation of the vendor subscription at any time following renewal which results in a refund applied to the Payment Method will be net of any penalty or other charge or cost of any kind which may have been imposed upon RCM due to such cancellation and/or refund.

b. In addition to the annual vendor subscription fee, the amount of which varies depending upon the subscription level selected, you understand that you will be charged a "match" or "hot-lead" fee of



revcyclmatch.com

\$275.00 each time that a provider selects you as a desired vendor and you accept the match. You will receive an email notification when a provider has selected you at which point you will be asked to accept the match and acknowledge and agree that your Payment Method will be charged the \$275.00 match fee. RCM makes no representations or warranties as to the results, if any, of the match and no guarantee that payment of the match fee will generate a business relationship between you and the provider.

c. All vendor subscription accounts which are active and in good standing will receive full, free access to the Connexion Calendar (see section 4 below).

d. We reserve the right to put your account on hold and/or terminate your account if we determine that you are ineligible or if you abuse the RCM services in any way that is detrimental or harmful to RCM or any RCM provider.

#### **4. Connexion Calendar Subscriber**

a. Healthcare vendors or providers who have not yet established either of the above types of subscription accounts have the option to establish a limited Connexion Calendar subscription account which provides access to our comprehensive industry event calendar containing event specifics such as event name, date, location, details, and a link to the event web page if available. The Connexion Calendar is updated on a weekly basis. Each Connexion Calendar subscription is on an annual basis beginning as of registration date and automatically renews annually until terminated at a cost of \$2,500.00 which amount is due and payable in full using a valid credit card ("Payment Method"). The annual Connexion Calendar subscription amount of \$2,500.00 is fully earned upon registration and processing of the Payment Method and any future cancellation of the Connexion Calendar subscription will not result in any refund or credit of the annual Connexion Calendar subscription amount. Prior to the expiration of your annual Connexion Calendar subscription you will receive no less than two (2) notifications reminding you of the automatic renewal of the subscription and you will have the ability to opt out of a subsequent annual subscription without penalty or cost at that time. Failure to opt out will result in automatic renewal of the annual Connexion Calendar subscription and your Payment Method will be processed for the then-applicable annual rate. To cancel your calendar subscription, you must request cancellation at [info@revcyclmatch.com](mailto:info@revcyclmatch.com).

b. The Connexion Calendar subscription is limited in nature and provides access to the Connexion Calendar only; no access to any other portion of the RCM Services is provided by the Connexion Calendar subscription including, but not limited to, access to a vendor dashboard or access to vendor and provider members.

c. At any time during the annual term of any Connexion Calendar subscription you may elect to convert to a vendor subscription of any level (silver, gold, or platinum) and, upon such conversion, an adjustment will be made so that any balance remaining for the calendar subscription will be applied to the annual vendor subscription cost which can be paid in a lump sum or pursuant to monthly



revcyclmatch.com

installments as set forth above in section 3(a). Upon conversion, the date of which shall be used as the beginning date of the annual vendor subscription, such member will receive all access and benefits provided to vendor subscribers pursuant to section 3 above.

d. Due to the fact that the Connexion Calendar utilizes information, links, and content from third-parties who are not related to RCM or the RCM Services, you understand, acknowledge, and agree that such information, links, and content of any kind from a non-RCM source is provided to you "AS IS" and "AS AVAILABLE" with all faults and without warranty of any kind or nature. RCM does not guarantee, represent, or warrant that the industry events will actually occur and/or will occur in strict accordance with the information provided to us. RCM has no obligation to ensure that the information, links, and content provided to us for use in connection with the Connexion Calendar is complete or accurate. Further, RCM does not guarantee, represent, or warrant that your use of the third-party information, links, and content will be uninterrupted or error-free and RCM expressly disclaims any obligations or responsibilities of any kind in relation thereto.

e. All provisions of RCM Terms of Use contained herein are limited and modified, as necessary and appropriate, as to the limited nature of a Connexion Calendar subscription.

## **5. Request for Proposal Platform for Providers/Vendors**

a. RCM offers its Provider members with the option of utilizing the RCM website to upload one or more Requests for Proposal (RFP) onto the site to be shared with specific, or all, Vendor members at the Provider's option. RCM merely provides a platform for communication by and between a Provider and Vendor with respect to an RFP through the RCM website and therefore RCM is not responsible for, or in any way involved with, the content or results of such communication or any aspect of the RFP process except as expressly set forth herein.

b. A Provider member who submits an RFP is solely and exclusively responsible for the complete submission of the RFP in all respects, including any summary that may be provided to prospective Vendors, and RCM does not undertake any role or responsibility of any kind with respect to the RFP. The Vendor must prepare the entirety of the RFP and provide all information contained in the RFP and is the only party who may respond to an inquiry posed by a Vendor with respect thereto, at the Vendor's option. RCM will not review, approve, or deny an RFP. RCM will not participate in any negotiations pertaining to the RFP. It is the Provider's sole and exclusive responsibility to identify any information of a confidential or proprietary nature contained in its RFP and redact such information accordingly. Any changes, substitutions, or other alterations to the RFP following submission shall be prepared by the Provider at Provider's request and RCM will permit such changes, substitutions, or other alterations to be posted to the RCM website. RCM cannot guarantee confidentiality. RCM will not retain copies of RFPs after expiration. An RFP may be withdrawn by the submitting Provider at any time.



revcyclmatch.com

c. The determination as to whether the RFP is shared or made available to all of RCM's Vendor members, or only select Vendor members, is solely and exclusively within the discretion of the Provider submitting the RFP. A Vendor will be notified by RCM if an RFP has been specifically directed by a Provider to be submitted to the Vendor. Submission of the RFP does not in any way bind or commit the Vendor member to award a contract or to pay any costs incurred in the preparation and submission of a proposal, or costs incurring in making necessary studies for the preparation thereof or to procure or contract for services or supplies.

d. In order for a Vendor member to fully view and respond to a submitted RFP, the Vendor member must remit payment of \$275.00 to RCM in order to download a complete copy of the RFP (the "RFP Access Fee"). The RFP Access Fee is a flat fee that is fully earned by RCM and is not refundable for any reason. The Provider member who submitted the RFP does receive any portion of the RFP Access Fee but is notified when an RFP Access Fee has been paid with respect to their RFP. Vendor assumes all responsibility for its decision to pay the RFP Access Fee and nothing subsequent thereto shall give rise to a refund. A Provider's failure to respond to a Vendor and/or failure to award a contract with respect to a submitted RFP shall be a dispute entirely between the Provider and Vendor and RCM shall have no obligations or liabilities with respect thereto. By its payment of the RFP Access Fee, a Vendor agrees that the RFP does not contain a contractual proposal of any kind and any action or response by a Vendor, including but not limited to payment of the RFP Access Fee, shall be regarded as a proposal by the Vendor and not as an acceptance by the Vendor of a proposal by the Provider.

e. No contractual relationship of any kind shall exist as between RCM and the Vendor with respect to an RFP except for the payment of the RFP Access Fee by the Vendor which shall be governed by (d) above.

## **6. Interactions between Members**

a. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER MEMBERS. YOU UNDERSTAND THAT THE COMPANY CONDUCTS LIMITED DUE DILLIGENCE WHEN APPROVING A PROVIDER OR VENDOR MEMBERSHIP AND DOES NOT ATTEMPT TO VERIFY THE REPRESENTATIONS OF ITS MEMBERS. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF MEMBERS OR THEIR COMPATIBILITY WITH OTHER MEMBERS ONCE MATCHED.

b. We are not responsible for the conduct of any member. In no event shall we be liable (directly or indirectly) for any losses or damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to your conduct or anyone else in connection with the use of our website or our services.



revcyclematch.com

## 7. Vendor Billing and Cancellation

- a. **Billing Cycle.** The vendor subscription fee for the RCM services, together with any other charges you may incur in connection with our services will be charged on a monthly basis to your Payment Method on the calendar day corresponding to the commencement of the vendor subscription.
- b. **Payment Method.** You can update your Payment Method by going to the “My Account” page on our website. We may also update your Payment Method using information provided by the payment service provider(s). Following any update, you authorize us to continue to charge the applicable Payment Method. You authorize us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your vendor subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, we may suspend your access to the RCM service until we have successfully charged a valid Payment Method.
- c. **Cancellation.** Notwithstanding that you can cancel your RCM vendor subscription no earlier than thirty (30) days prior to the expiration of the annual anniversary of your then-current subscription year without any penalty, you can cancel at any time and you will no longer have access to the RCM services however your Payment Method will be charged for all remaining monthly payments due through the end of your subscription year. We do not provide refunds or credits for any periods of inactivity on your part or that result because you are not selected by a provider. To cancel your vendor subscription, you must request cancellation at [info@revcyclematch.com](mailto:info@revcyclematch.com).
- d. **Changes to the Price and Subscription Plans.** We reserve the right to change our subscription plans or adjust pricing for our services or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Notwithstanding the foregoing, existing subscription rates will only change, if at all, on an annual basis at the end of your subscription year prior to renewal following notice to you and you may cancel your subscription within thirty (30) days of the date of such notice without any penalty. Except as otherwise expressly provided for in these Terms of Use, any price changes or changes to your subscription plan will take effect following notice to you.

## 8. RCM Services

- a. The RCM website is regularly updated.
- b. You agree to use the RCM services, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein. Except as explicitly authorized in these Terms of Use, you agree not to archive, download, reproduce, distribute, modify, display, publish, license, or use content and information contained on or obtained from or through the RCM website and/or services. You also agree not to circumvent, remove, alter, deactivate, degrade or thwart any of the content protections which may be implemented for the RCM website and/or services. The foregoing also precludes you from the use of any data mining, data gathering or extraction method. We may terminate or restrict your use of the RCM services if you violate these Terms of Use or are engaged in illegal or fraudulent use of our services.





revcyclmatch.com

## 9. Passwords and Account Access.

a. The vendor or provider who created an RCM account (the "Account Owner") has access and control over the RCM account and is responsible for the information, including but not limited to contact details, service marks, trademarks and logos provided to RCM together with any activity that occurs through the RCM website. To maintain control over the account and prevent anyone from accessing the account, the Account Owner should maintain control over the RCM account access details such as the password or details of the Payment Method associated with the account. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account. We can terminate your account or place your account on hold in order to protect you, RCM or our partners from identity theft or other fraudulent activity. RCM is not obligated to credit or discount vendor fees for holds placed on the account by RCM in accordance with this provision of the Terms of Use.

## 10. Disclaimers of Warranties and Limitations on Liability

- a. THE RCM SERVICE AND ALL CONTENT ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE RCM SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. RCM DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE RCM SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.
- b. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL RCM, OR ITS SUBSIDIARIES OR AFFILIATED COMPANIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR INJURY, ECONOMIC LOSS, OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER.
- c. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT MAY APPLY TO YOU.

## 11. Arbitration Agreement

a. If you are or were a vendor or provider utilizing RCM services, you and RCM agree that any dispute, claim or controversy arising out of or relating in any way to the RCM services, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court in Volusia County, Florida. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award and nothing in this Arbitration Agreement shall be interpreted as limiting any non-waivable statutory rights. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and RCM are each waiving



revcyclmatch.com

the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your subscription or membership.

b. If you elect to seek arbitration or file a small claim court action in Volusia County, Florida, you must first send to RCM, by certified mail, a written Notice of your claim ("Notice"). The Notice to RCM must be addressed to: Revenue Cycle Match.com, Inc., 506 Oakwood Avenue, New Smyrna Beach, FL 32169 ("Notice Address"). If RCM initiates arbitration, it will send a written Notice to the email address used for your subscription or membership account. A Notice, whether sent by you or by RCM, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If RCM and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or RCM may commence an arbitration proceeding or file a claim in small claims court in Volusia County, Florida.

c. You may download or copy a form Notice and a form to initiate arbitration at [www.adr.org](http://www.adr.org). The arbitration will be governed by the Commercial Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless RCM and you agree otherwise, any arbitration hearings will take place in Volusia County, Florida. The arbitrator's award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law.

d. If your claim is for \$5,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$5,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision explaining the essential findings and conclusions on which the award is based.

e. YOU AND RCM AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and RCM agree otherwise, the arbitrator may not consolidate more than one claim together and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

## 12. Miscellaneous

a. Governing Law. These Terms of Use shall be governed by and construed in accordance with the laws of the state of Florida without regard to conflict of law provisions. Venue will be in Volusia County, Florida.





revcyclmatch.com

- b. Support. To find more information about our services or if you need assistance with your account, please visit the "My Account" section of our website or contact us directly at [info@revcyclmatch.com](mailto:info@revcyclmatch.com).
- c. Survival. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.
- d. Changes to Terms of Use and Assignment. RCM may, from time to time, change these Terms of Use. Such revisions shall be effective immediately.
- e. Communication Preferences. We will send you information relating to your account (e.g. match confirmation, payment authorizations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration or in connection with your profile. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Last updated: June 2021