

Acceptable Use Policy

By accessing or using the GHX e-Pay Services (the "Services") provided by Global Healthcare Exchange, LLC ("GHX," "us," "we"), you agree to comply with the terms and conditions of this Acceptable Use Policy. All capitalized terms not otherwise defined herein will have the meaning given in the GHX ePay Terms and Conditions.

Section 1- Restricted Activities

You may not use the Services in connection with any product, service, transaction or activity that:

1. Violates any law or government regulation, or promotes or facilitates such by third parties;
2. Violates any rule or regulation of Visa, Mastercard, American Express, Discover or any other electronic funds transfer network (each, a "Card Network");
3. Is fraudulent, deceptive, unfair or predatory;
4. Causes or threatens reputational damage to us or any Card Network;
5. Violates Section 2 below; or
6. Results in or creates a significant risk of chargebacks, penalties, damages or other harm or liability.

Section 2 - Certain Business Categories

You may only use the Services in connection with the processing of electronic business-to-business payments between medical product suppliers and their healthcare customers. No other type of transaction can be processed through the ePay System, including any transaction that is prohibited by applicable law or the Rules and Regulations.

While we will endeavor to maintain your access to the System and continue to process your transactions, if you engage in activity in violation of this Acceptable Use Policy (e.g., material violations of the Rules or Regulations or activities that may impede or crash the System), we may take such actions as we deem appropriate to mitigate risk to GHX and any impacted third parties and to ensure compliance with this Acceptable Use Policy. Such actions may include, without limitation:

1. Blocking the settlement or completion of one or more payments;
2. Suspending, restricting or terminating your access to and use of the Services;
3. Terminating our business relationship with you, including termination without liability to you related to any payment service agreement between you and your customers;
4. Contacting and disclosing information related to such violations to (i) persons who have purchased goods or services from you, (ii) any banks or Card Networks involved with your business or transactions, (iii) law enforcement or regulatory agencies, and (iv) other third parties that may have been impacted by such violations; or
5. Assessing against you any fees, penalties, assessments or expenses (including reasonable attorneys' fees) that we may incur as a result of such violations, which you agree to pay promptly upon notice.

Section 3 - Amendments

This Acceptable Use Policy may be amended by GHX at any time by posting a new version of it to our website. By accessing or using the Services after a new version of this Acceptable Use Policy is posted, you agree to all amendments reflected therein.