

## **Morning Report Pro**

### **Terms of Service and Privacy Policy**

All use of [Morning Report Pro](#), referred to in this document as “MR Pro”, is subject to the terms and conditions set forth below. Any use of such Web pages or Native iOS/ Android Apps constitutes the user's agreement to abide by the following terms and conditions.

All information provided by MR Pro is owned by or licensed to 201 Technologies. 201 Technologies and its licensors retain all proprietary rights to MR Pro information.

#### **About the Service**

MR Pro is a medical morning report case application that lets users received case elements in real-time. It's not limited to use by medical residencies. Anyone that wants to be involved in case-based learning will find MR Pro useful.

#### **Grant of Right**

Subject to these Terms and to the payment of fees, if applicable, MR Pro grants you a worldwide, limited, non-exclusive, revocable, non-transferable, non-sublicensable right to use the Service solely for your business purposes and not for further commercialization or resale. Except as explicitly provided in these Terms, you may not use the Service for any other purpose.

MR Pro has the right to use all material entered into these Web pages in any of MR Pro print or electronic publications or for any purpose. Except for making one hard copy print of limited portions of MR Pro Information on an ad hoc basis, or downloading as expressly authorized by MR Pro, MR Pro Information may not be reproduced, transmitted or distributed without MR Pro's permission. MR Pro makes no guarantees or warranties as to the accuracy or completeness of or results to be obtained from accessing and using MR Pro Information. Neither MR Pro nor its affiliates shall be liable to any user or anyone else for any inaccuracy, error or omission, regardless of cause, in the MR Pro Information or for any damages resulting there from.

Users entering materials on any of these Web pages are responsible for the content of that material. This includes, but is not exclusive of all copyrighted information. MR Pro's servers are not certified HIPPA compliant and the user should not upload and patient identifiable information. MR Pro has no responsibility for the content of any messages or information posted by users, or for the content of information of third-parties on the Internet, even if accessed through the MR Pro's pages. However, MR Pro retains the right, which it may or may not exercise, in its sole discretion, to review, edit or delete from the service any third-party material which MR Pro deems to be illegal, offensive or otherwise inappropriate.

Users may through hypertext or other computer "links" gain access to other sites on the Internet which are not part of MR Pro's Web pages. MR Pro assumes no responsibility for any material outside of the MR Pro's Web pages which may be accessed through any such "link."

## **Hosting**

MR Pro has contracted with our commercial web presence provider - Google Firebase Hosting - for a comprehensive data preservation and storage solution consisting of a full weekly backup with daily incremental backup through a centralized high-speed storage system. The support backup of the live Firestore Server can occur without shutting down the database. In most instances of server failure, a complete database restoration up to the moment of failure the day before can be performed. The User agrees to hold MR Pro harmless in the event that Google Firebase Hosting does not provide a copy of the backup database or satisfactory customer services for an adequate database restoration.

## **Service Fees**

If applicable, service fees are collected after the 30 day free trial period and processed using [Stripe](#). All interaction with Stripe is transmitted using SSL. MR Pro does not store any user credit card information. Only the plan purchased and purchase date is stored by MR Pro.

MR Pro will make its best efforts to have a transaction processed accurately and expeditiously and reimburse you for any excess payment that you were mistakenly charged with. However, MR Pro will not be liable for mistakes, errors, malfunctions and miscalculations made by the payment service providers.

Upon failure to make any payment, and following a seven (7) days prior notice of due payments sent to you, MR Pro may remove, disable or terminate your account. You waive any and all claims against MR Pro and anyone on MR Pro's behalf in connection therewith.

The user agrees to indemnify MR Pro from any damages, losses, costs or expenses which MR Pro, its affiliates, their respective employees and authorized representatives may incur as a result of material entered into these Web pages by the user.

## **Service Level Agreement (SLA)**

"Uptime" means the percentage of time in a subscription month that MR Pro's management console and MR Pro's API services are available for access, as measured by MR Pro.

MR Pro strives for a 100% Uptime. If Uptime falls below 99% in a given subscription month, MR Pro will offer an extension of your MR Pro plan (“Service Extension”) of 5 days.

A Service Extension will not be awarded in the following circumstances: (a) circumstances beyond MR Pro reasonable control, including but not limited to war, terrorism, labor disturbance, interruption of telecommunications, failure of third party software or services, or acts of God; (b) network issues outside of MR Pro’s control, including DNS and connectivity problems; (c) errors in MR Pro’s uptime measurement system; (d) acts or omissions by Authorized Users; (e) downtime that has been advised to you 72 hours in advance; (f) downtime resulting from individual periods of non-availability lasting less than five (5) minutes; (g) suspension or termination of your right to use the Service in accordance with these Terms; or (h) accounts using MR Pro’s free plan/s;

To receive a Service Extension, you must submit a request by sending an e-mail message to: [mrpro@masullodev.com](mailto:mrpro@masullodev.com) within 10 days of becoming eligible to receive it. The request must include supporting documentation, such as log files showing the non-availability of the Service.

This SLA is your sole and exclusive remedy for any failure by MR Pro to provide the Service.

## **Intellectual Property**

Except for your Contributed Content, all rights, title and interest in and to the Service, including any intellectual property rights, whether registered or not, and any goodwill associated therewith, are owned by, or licensed to 201 Technologies. Unless as expressly provided herein, these Terms do not grant you any rights to patents, copyrights, trademarks (whether registered or unregistered), trade names, trade secrets, domain names or any other rights, functions or licenses with respect to the Service and you may not use the Service for any other purpose without MR Pro’s prior, express written authorization.

MR Pro does not claim ownership over Contributed Content. However, you grant MR Pro permission to use your Contributed Content, for the purposes of providing, developing and supporting the Service. You grant MR Pro permission to use your Company name and logo in MR Pro website and any MR Pro issued publications. If you wish to decline MR Pro’s use of your name and logo, please contact MR Pro at: [support@morningreportpro.com](mailto:support@morningreportpro.com). You acknowledge that MR Pro may adjust and modify Contributed Content, per your requests.

## **Confidentiality**

“Confidential Information” means any information furnished or made available by one party to the other, that is identified as “confidential” or “proprietary,” either by legend on

written or electronically stored material, or which ought reasonably to be recognized as confidential or proprietary by virtue of its nature or the circumstances of its disclosure. The foregoing will not be considered as Confidential Information of a party: (a) information already known to the other party without an obligation of confidentiality, (b) information that is or becomes publicly known other than through a breach by a party of these confidentiality provisions, or (c) information that is independently developed by the other party.

Each of MR Pro and you will maintain strict confidentiality of the other's Confidential Information and will not use, disclose or have such Confidential Information disclosed, directly or indirectly to any third party, except as specifically required to provide or receive the Service, or subject to the other party's prior permission. Each of you and MR Pro will take precautions to maintain the confidentiality of the other party's Confidential Information with the same degree of care as to its own Confidential Information, but in no case less than reasonable care. Upon termination of these Terms, either party will use commercially reasonable efforts to delete all copies of the other's Confidential Information that is stored on its system or in its possession, except for retaining data for legitimate business purposes or as required under applicable laws, including under tax related requirements, account settling, record keeping, archiving and legal issues.

If a party is compelled by law to disclose the other party's confidential information, then such party will provide the other party a prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

### **Disclaimer of Warranty**

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS PROVIDED FOR USE "AS IS", WITHOUT ANY WARRANTIES OF ACCURACY, RELIABILITY, LIKELY-RESULT, MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY OR IT BEING UP-TO-DATE. USE OF THE SERVICE IS AT YOUR SOLE AND EXCLUSIVE RISK.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MR Pro AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE SERVICE, THE ACCURACY, RELIABILITY, ADEQUACY OR COMPLETENESS OF THE SERVICE OR ANY OTHER MATERIAL PROVIDED BY ANY LINK TO ANOTHER WEBSITE OR SERVICE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, QUALITY, LIKELY-RESULT, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR

PERFORMANCE OF THE SERVICE WHETHER MADE BY MR Pro AND ITS AFFILIATES' EMPLOYEES OR OTHERWISE, WHICH IS NOT CONTAINED IN THESE TERMS, WILL BE DEEMED TO BE A WARRANTY BY MR Pro OR ITS AFFILIATES FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF MR Pro OR ITS AFFILIATES WHATSOEVER.

### **Limitation of Liability**

MR Pro AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE, COSTS, EXPENSES AND PAYMENTS OR FOR ANY LOSS OF PROFIT OR LOSS OF DATA, EITHER IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), CONTRACT (INCLUDING PRE-CONTRACTUAL STATEMENTS), STRICT LIABILITY, STATUTORY LIABILITY OR IN ANY OTHER CAUSE OF ACTION, ARISING FROM, OR IN CONNECTION WITH THESE TERMS OR THE SERVICE, WHETHER OR NOT MR Pro OR ANY SUCH AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, COSTS, EXPENSES OR PAYMENTS.

MR Pro AND ITS AFFILIATES' AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING UNDER THESE TERMS OR OR IN CONNECTION WITH THE SERVICE, WHETHER ARISING OUT OF BREACH OF CONTRACT (INCLUDING PRE-CONTRACTUAL STATEMENTS), TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY RECEIVED BY MR Pro FROM YOU DURING THE TWELVE (12) MONTHS BEFORE THE OCCURRENCE OF THE EVENTS GIVING RISE TO SUCH LIABILITY.

NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS, MR Pro WILL NOT EXCLUDE OR LIMIT ITS LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE; FRAUD OR FRAUDULENT MISREPRESENTATION; OR ANY OTHER LIABILITY WHICH MAY NOT BE LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You will indemnify, defend and hold harmless, MR Pro, MR Pro's affiliates and MR Pro and MR Pro affiliates' employees, directors, shareholders, advisors or anyone acting on MR Pro's behalf with respect of any claim, demand, damage, loss, loss of profit, payment or expense, including reasonable attorney fees MR Pro incur in connection with an alleged or actual breach of these Terms or an alleged or actual unlawful or tortious action or inaction with respect to the Service by you or by anyone on your behalf. Such indemnity will include, but will not be limited to, legal expenses and attorney fees.

### **General**

These Terms along with the Privacy Policy specified at <https://mrpro.app/MRProTOS.pdf> constitute the entire agreement between you and MR Pro with respect to the access and use of the Service and supersede any and all agreements, negotiations and understandings, whether written or oral, about the Service, except that if you have separately entered with MR Pro into an online or written agreement or subscription form that incorporates by reference these Term, any terms of such agreement or subscription form that add to, conflict with or change, these Terms shall prevail.

No waiver, concession, extension, representation, alteration, addition or derogation from these Terms will be effective unless effected in writing and signed by the party whose waiver is made.

You may not assign your rights and obligations under these Terms without MR Pro's prior written consent and any assignment without such prior written consent will be void. MR Pro may freely assign its rights and obligations herein. Subject to any provisions herein with regard to assignment, all covenants and agreements herein shall bind and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

### **Severability**

If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of these Terms will remain in full force and effect.

### **Contact Us**

You may contact MR Pro with any question about the Service, email at: [mrpro@masullodev.com](mailto:mrpro@masullodev.com) MR Pro will make efforts to address your inquiry promptly.

### **Privacy Policy**

[Morning Report Pro](#) referred to in this document as "MR Pro", has created this privacy statement in order to demonstrate our firm commitment to privacy. The following discloses our information gathering and dissemination practices for this website. MR Pro is the sole owner of the information collected on this site. We will not sell, share, or rent this information to any third party. MR Pro collects information from our users at several different points on our website.

### **System Registration**

In order to use the MR Pro System, the user must first complete the registration form. During this registration process they are required to provide the following personal information: name, email address, and program name. This information is used to associate entered cases to specific users and programs. Also, this information will be used by MR Pro to gather statistics on usage and be enable MR Pro to contact its users. Personal information is accessible only to members of that individual's program. The MR Pro website is maintained on servers running on a trusted Web Presence Provider – Google Hosting. They provide the bandwidth and servers that power our site. All information collected from our site is the proprietary content of MR Pro alone and is not shared with any third party.

### **Sessions**

A session is a set of variables that contain information about the user (name and program) and persist on the server while the user is navigating the site. This allows your information to be accessible to all pages of the site without the user having to enter the information. Once the user terminates the session (logs out and closes the internet browser) the information is lost. Sessions make usage of the system easier for the user by eliminating repeated entry of data.

### **Cookies**

MR Pro utilizes the web browser's and native iOS/Android's local storage feature to save your email and if you have logged in. This allows you to stay logged in until you click Log Out which deletes the locally stored information.

### **Images**

Images that are uploaded by users are stored and maintained on [Cloudinary](#). MR Pro is a secure website. All transmission of images is done over a SSL connection. All the images are de-identified and are not associated with any user. No user personal information is sent to MR Pro.

### **Log Files**

We save your name and the times you log in and out to the database. We also track each case you present, are the candidate, or just participate.

### **Links**

This web site contains links to other sites. Please be aware that we are not responsible for the privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of each and every web site that collects personally identifiable information. This privacy statement applies solely to information collected by this Web site.

## **Security**

This website takes every precaution to protect our users' information. All interaction with MR Pro is encrypted and is protected with the best encryption software in the industry - SSL.

This site has security measures in place to protect the loss, misuse and alteration of the information under our control. All users must log into the application before any information is available. Users' passwords are encrypted and managed by Google Authentication. No passwords are saved on MR Pro servers. Transmission of patient information is regulated by the Health Care Financing Administration (HCFA) and HIPPA. MR Pro is in limited compliance with the official recommendations made by HCFA and HIPPA. All users should not enter any protected health information into MR Pro. Our security features include but are not limited to industry standard 128 bit encryption anytime any sensitive information is passed from your browser to our server.

## **Content Removal**

When a user deletes an image or case, no copy is retained by MR Pro, it is permanently deleted.

## **Account Deletion**

The user can delete their account by tapping on My Account and then Delete Your Account. This will delete the user's profile, but any cases they participated in will still include their name.

## **Advertising & Funding**

Funds to operate MR Pro come from corporate sponsorships and license fees collected from programs currently using the MR Pro application.

## **Notification of Changes**

If we decide to change our privacy policy, we will post those changes on our Homepage so our users are always aware of what information we collect, how we use it, and under circumstances, if any, we disclose it. If at any point we decide to use personally identifiable information in a manner different from that stated at the time it was collected, we will notify users by email. Users will have a choice as to whether or not we use their information in this different manner. We will use information in accordance with the privacy policy under which the information was collected.

## **Sharing**

MR Pro does not share our user's personally identifiable information with any of our partners. At this time, we do not share any anonymous or demographic information to any outside parties or partners.

## **Email Communications**

MR Pro uses email to communicate to our users major updates to the system, system outages, and any changes with our pricing structure or privacy policies.

### **Corrections/Update Personally Identifiable Information**

You may change your personally identifiable information at any time. After you log in to our website, click on "My Profile". Change your information and then click on the "Update" button.

### **Disclosure of Information to Authorities**

We will obey orders and other lawful requirements by authorities to disclose information.

### **Your EU Data Subject Rights**

If we process your personal data when you are in the EU, further terms apply to our processing in relation to your rights as a data subject under EU data protection laws. [Read more.](#)

### **Contacting the Web Site**

If you have any questions about this privacy statement, the practices of this site, or your dealings with this Web site, you can contact [support@morningreportpro.com](mailto:support@morningreportpro.com)

### **LEGAL DISCLAIMER**

Though we make every effort to preserve your privacy we may need to disclose personal information when required by law or in the good-faith belief that such action is necessary in order to conform to the edicts of the law or comply with a legal process served on our Web site.

**Last updated: October 22, 2023.**