

## CANCELLATION & REFUND POLICY

We understand that circumstances may change, and you may need to consider the cancellation of your EMERSE subscription. This policy outlines the process for cancellation and provides information about our refund policy. Please carefully review the following terms and conditions, as they apply to your use of EMERSE. By using our services, you acknowledge and agree to adhere to the terms outlined in this Cancellation & Refund Policy.

This Policy shall be read in conjunction with our **End User License Agreement (EULA)** posted on our website. If you have any questions or require further clarification, please do not hesitate to contact us at [help@emersemail.com](mailto:help@emersemail.com).

Thank you for choosing EMERSE as your healthcare practice's EMR solution.

### 1. ACCEPTANCE OF THIS POLICY

By using EMERSE, the Electronic Medical Record (EMR) system provided by SIMPLEASY HEALTHCARE SOLUTIONS LLC (referred to as "**Company**"), you acknowledge and agree to abide by the terms and conditions outlined in this Cancellation & Refund Policy. Your use of EMERSE constitutes your acceptance of these terms. If you do not agree with any part of this policy, please refrain from using our services.

### 2. CANCELLATION

- a) **Cancellation Process:** Licensee or Client may initiate the cancellation of their subscription to EMERSE, at any time by providing a notice of **30 days**. Cancellation requests must be submitted in writing through your registered email to [help@emersemail.com](mailto:help@emersemail.com).
- b) **Notice Requirements:** To ensure a smooth and timely cancellation process, Licensee or Client must provide a minimum of **30 days' advance notice** before the desired cancellation date. The 30-day notice period begins from the date the written cancellation request is received by the Company.
- c) **Effective Date of Cancellation:** Upon receipt of the cancellation notice and the fulfillment of the 30-day notice period, the subscription to EMERSE will be officially terminated. Licensee or Client will remain responsible for any applicable fees during the notice period.
- d) **Continuing Obligations:** Even after the cancellation of the subscription, certain obligations and responsibilities outlined in the End User License Agreement (EULA) may continue to apply. Licensee or Client is advised to review the EULA for details on these continuing obligations.

### 3. NO REFUNDS

- a) **Monthly Payment Structure:** EMERSE operates on a monthly payment structure, where Licensee or Client is billed on a recurring monthly basis for their subscription.
- b) **No Refunds Available:** Licensee or Client acknowledges and agrees that, due to the monthly payment structure, no refunds will be issued for any payments made during the course of their subscription. Regardless of the termination date of the subscription, Licensee or Client is

responsible for the full payment of subscription fees for the month in which the cancellation request is submitted.

- c) **Exceptions:** In exceptional circumstances, as determined solely by the Company, and subject to the Company's discretion, a refund may be considered. Such exceptions will be evaluated on a case-by-case basis.

#### **4. CONTACT FOR CANCELLATIONS**

Users can initiate cancellation requests by contacting our customer care email at [help@emersemail.com](mailto:help@emersemail.com). The request must be made from your registered email.

#### **5. PRESERVATION OF LEGAL RIGHTS**

Licensee or Client's rights, if any, under applicable laws or regulations related to refunds and cancellations shall not be affected by this Policy. This policy is intended to outline the specific terms and conditions governing refunds for EMERSE subscriptions but does not diminish any legal rights that Licensee or Client may have under applicable consumer protection or other relevant laws.

#### **6. TERMINATION OF SERVICES**

EMERSE reserves the right to terminate subscription services for users who violate our terms of service or engage in any fraudulent activities. No refunds will be available in such cases.

#### **7. UPDATES TO THIS POLICY**

We may add to or change or update this **Cancellation & Refund Policy** at any time, from time to time, entirely at our own discretion, with or without any prior written notice. You are responsible for checking this Policy periodically. Your use of our services after any amendments to this Policy shall constitute your acceptance to such amendments.