



DWC Direct, LLC (a separate company) provides automatically populated OCR lien forms to our client's EDEX accounts – **FREE!** For \$1.50 per case, you may also order DWC Direct's *PRINT-AND-DELIVER* service if your supporting documents are uploaded.

To restore convenient access to DWC Direct's OCR forms generator via your EDEX account, complete and return the following DWC Direct contract to EDEX tech support as follows:

1. PAGE 1, SECTION 2 – Initial
2. PAGE 4, SECTION 13 – Initial
3. PAGE 4, SIGNATURE SECTION – Sign, date, and provide requested Registration Data
4. FAX to (209) 231-6700
5. EDEX Support will activate your DWC Direct portal
6. If you require registration of a Uniform Assigned Name with the DWC's Central Registration Unit, and are not yet listed, EDEX Support will contact you to start your Assigned Name registration BEFORE your DWC Direct portal is activated.

Questions?

Contact EDEX Support
(209) 223-3461
support@edexis.com



DWC Direct Contract for Service

1. YOUR ACCEPTANCE OF TERMS

This is an agreement ("Agreement") for Document Delivery Service ("Service") between you ("Client") and DWC Direct, LLC ("Provider") by and through your authorized reseller, EDEX Information Systems, Inc. and/or WorkCompCentral.com, Inc. (separately and collectively, "Vendor"). Any of the following actions constitutes Client's agreement, without limitation or qualification, to be bound by, and to comply with, the terms of this Agreement: (i) Client's initialization of the Service, either on the telephone or web page, through the use of Client's Account and initial security code or password, (ii) Client ordering Service from Vendor's sales personnel and providing them with Client's credit card number and billing information, or (iii) Client's signature on Provider's standard or modified contract or enrollment forms.

This Agreement may be updated by us from time to time without notice to you. Provider reserves the right, at any time, to modify, alter, or update this Agreement, and you agree to be bound by such modifications, alterations, or updates. You are encouraged to review this Agreement from time to time to ensure your familiarity with its terms and to stay abreast of any changes that may occur.

Your access to and use of this Service is subject to all applicable federal, state, and local laws and regulations. In addition, you may be subject to and bound to additional legal procedures as may become effective from time to time due to legislative or regulatory changes. It is your duty to ensure that you are in compliance with the law at all times.

2. DESCRIPTION OF SERVICE AND GUARANTEE

Vendor contracts with Provider to deliver workers' compensation forms and documents to California Workers' Compensation Appeals Board District Offices in OCR (optical character recognition) ready, and other formats. Vendor establishes the interface between Client and Provider. Client acknowledges that the Service is provided by Provider and that Vendor is only a conduit to the Service. Any subsequent augmentation, enhancement, or change to the Service, including the release of new services, shall be subject to this Agreement, as amended from time to time. By accessing and using the Service, you acknowledge, understand and agree that the Service is provided "AS IS" and that neither Provider nor Vendor assumes responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings except as may otherwise be herein provided.

In order to use the Service, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and you must pay any service fees associated with such access. In addition, you must provide all equipment necessary to make the connection to the World Wide Web, such as computer, modem, or other access device.

The use of this service entails a service charge for each transaction. This service charge may change from time to time, and without notice. You may review the current service charge as may be applicable on our web site. Your final completion of any transaction under this Agreement is your acceptance of said service charge and agreement to pay same.

You hereby agree that any and all service of documents on Workers' Compensation Appeals Board case parties conducted or arranged through the Service is legally enforceable as though such service of documents were made in full compliance with Code of Civil Procedure section 1013 and Title 8, California Code of Regulations section 10505 et. seq (all as may be amended from time to time, including replacement statutes or regulations). You further agree that any technical requirements under such sections affording a defense relating to service of documents, which may arise out of the failure of the service is hereby waived. You acknowledge and agree that it is your responsibility to retrieve any documents, which have been served on you through the Service.

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You further agree that any and all use of data or information from the Service shall be used only in conformance with applicable state or federal statute or regulation, and that you remain solely and personally responsible for the safe and authorized use of such data or information, agreeing to hold harmless and indemnify Provider and Vendor from any unauthorized or illegal use.

Provider guarantees that transactions regularly processed through the Service no later than 12 p.m. (noon) on a regular business day will be delivered to the applicable WCAB District Office within two business days following the close of business of the date when the transaction was posted. For example, if a transaction is completed and posted through the Service no later than 12 p.m. on April 4, the documents that comprise the transaction are guaranteed to be delivered to the target WCAB District Office on April 6. If Provider fails to provide service per this guarantee, Client may either have its transaction reprocessed at no further cost, or have the cost of the failed transaction refunded. It is Client's responsibility to ensure that all documents transacted through the Service contain all proper and correct information and data, including the correct parties, correct WCAB District Office, appropriate attachments and form content. Any failure of Client to ensure that documents transacted through the Service contain all proper and correct information and data voids this guarantee as to those documents.

3. YOUR ACCOUNT and PAYMENT OBLIGATIONS

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself and/or your organization as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Provider has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Provider has the right to suspend or terminate your account and refuse any and all current or future use of the Service or any portion thereof.

You agree to maintain your account in good standing unless you cancel. To cancel you must provide Vendor with a request for cancellation in writing, confirmed received by Vendor. You further agree to pay any invoices promptly, and in any event, no less than the last day of the invoice month. Failure to pay any invoice timely gives us the right to, at our discretion, either terminate your service, or charge any credit card we hold on your account for the full balance of any indebtedness to us. In addition, any discounts granted will be revoked and payment on the full non-discounted value of services or products sold under an invoice not paid within 30 days will then be due.

Depending on your account settings, charges are billed at the time of use, or in arrears by invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, Provider may make reasonable adjustments and pro-rations. If Client has authorized payment by credit card, no additional notice or consent will be required for billings to that credit card or account. Client will advise Provider of any changes to Client's credit card account, such as account number or expiration date changes. Time is of the essence for payment; therefore, Client agrees to pay Provider interest at (a) 18% per annum (after late fees and/or collection costs) or (b) the highest amount allowed by law for any amounts unpaid as of the due date, whichever is less. Provider reserves the right to charge a \$15.00 per month late payment fee to account for administrative expenses in collection. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any of Provider's rights to collect the full amount due under this Agreement. Provider may assess an additional administrative fee of fifty dollars (\$50) for any check returned for nonpayment or any credit card payment that is declined. Notice of any disputes must be in writing and received by Provider at Provider's address within thirty days after the invoice date or Client is deemed to have waived any objection.

Client agrees not to use the Service for any unlawful or abusive purpose or in any manner that may interfere with the ability of Provider or Vendor to provide Service to Provider's customers, or damages Provider's property. Client agrees not to use the Service for any illegal activities. Client has no ownership rights to the Service. If Client suspects the Service is fraudulently used or used without Client authorization, client must immediately notify Provider. Provider has the right to interrupt or restrict access to Client's account, without notice to client, if Provider suspects fraudulent or abusive activity. Client agrees to cooperate with Provider in any fraud investigation and to use any fraud prevention measures Provider prescribes. Client should change their password once each month or more frequently if desired. Upon termination of the Service, Client's right to use the Service immediately ceases and Client shall have no right to any unread or unsent messages and Provider will have no obligation thereafter to forward any unread or unsent messages or other content to Client or any third party.

If you are a collection company, lien representative, hearing rep etc., and use DWC Direct on behalf of another party, you accept all liability associated with use and understand that all terms of this contract apply to any Vendor accounts associated with your Vendor contract.

4. HIPAA

Client acknowledges that Client may come in to contact with, or may acquire knowledge of, personally identifiable information and/or medical information that is otherwise protected from disclosure by Federal or State law and not exempted by such law in the course of workers' compensation litigation. Client will not use or disclose protected health information created or received during the course of using the Service except as permitted by law. Client hereby agrees to maintain the security and privacy of all protected health information in a manner consistent with California and federal laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Regulations thereunder, and all other applicable law. Client understands that circumstances beyond the control of Provider or Vendor may cause the accidental disclosure of such protected information (e.g. a truck carrying documents crashes and documents are dislodged), and Client agrees to hold harmless Provider and Vendor for the consequences of such accidental disclosure.

5. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Service's registration process. You are responsible for safeguarding the confidentiality of the password and account, and you are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Provider and Vendor of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session.

Neither Provider nor Vendor can be and will not be liable to you or any third party for any loss or damage arising from your failure to safeguard the confidentiality of both your account and password. It is the user's responsibility to ensure that all information submitted to Provider for the purpose of transmitting data to other members and for the service of documents in litigation settings is accurate, and timely. Neither Provider nor Vendor will assume any liability for information that is incorrect and that results in the miscommunication or misdirection of forms or data, or the failure to transmit forms or data as a consequence of user or input error.

6. INDEMNITY

You agree to indemnify and hold Provider and Vendor, its subsidiaries, affiliates, officers, agents, co-brandies or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of transactions you submit, post to or transmit through the Service, your use of the Service, your connection to the Service, your violation of this Agreement, or your violation of any rights of another related to or arising out of the Service.

7. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any Service, including but not limited to any portion thereof, or any use of, or access to the Service.

8. PRACTICES REGARDING USE AND STORAGE OF INFORMATION

You acknowledge that Provider and/or Vendor may establish general practices and limitations concerning use of the Service, including but not limited to the maximum number of days that transactions and related activities will be retained by the Service, the maximum number of transactions that may be sent from or received by an account on the Service, the maximum size of any transaction that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on Provider's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that Provider has no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by the Service. You acknowledge that Provider reserves the right to log off accounts that are inactive for an extended period of time. Provider reserves the right to change these general practices and limitations at any time, in its sole discretion, with or without prior notice.

9. MODIFICATIONS TO SERVICE

Both Provider and Vendor reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service or any part thereof with or without notice. You agree that neither Provider nor Vendor shall be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

10. PROVIDER'S RIGHT TO TERMINATION

Provider reserves the right, in its sole discretion, to terminate your password, account, or any part thereof or your use of the Service, and remove and discard any Content, for any reason, including, without limitation, for lack of use over an extended period of time or if Provider believes that you have violated or acted inconsistently with the letter or spirit of this Agreement, or may be in violation of applicable laws or regulations. Provider may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that Provider may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Provider shall not be liable to you or any third-party for termination of your access to the Service or the loss of your information, content, messages, or other communications submitted, posted, transmitted by, or maintained by the Service. You agree that you use the Service solely at your own risk and agree to assume those risks and all consequences thereof.

11. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PROVIDER AND VENDOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SECURITY, OR ACCURACY.
- b. PROVIDER AND VENDOR MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR THAT (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PROVIDER, VENDOR, OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

12. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER PROVIDER NOR VENDOR SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES WHETHER IN AN ACTION UNDER CONTRACT, TORT, OR ANY OTHER THEORY (EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA INCLUDING LIABILITY ASSOCIATED WITH ANY VIRUSES WHICH MAY INFECT A USER'S DATA, INFORMATION, OR COMPUTER EQUIPMENT; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

THIS SITE MAY CONTAIN LINKS TO OTHER SITES ON THE INTERNET THAT ARE OWNED AND OPERATED BY THIRD PARTY VENDORS AND OTHER THIRD PARTIES ("EXTERNAL SITES"). YOU ACKNOWLEDGE AND AGREE THAT PROVIDER IS NOT RESPONSIBLE FOR THE AVAILABILITY OF, OR THE CONTENT LOCATED ON OR THROUGH ANY EXTERNAL SITE. YOU SHOULD CONTACT THE WEBMASTER OR SITE ADMINISTRATOR FOR SUCH EXTERNAL SITE IF YOU HAVE CONCERNS REGARDING SUCH LINKS OR THE CONTENT LOCATED ON SUCH EXTERNAL SITE.

YOU EXPRESSLY UNDERSTAND AND ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO ENSURE THAT ALL INFORMATION AND DATA SUBMITTED IN ANY GIVEN TRANSACTION IS ACCURATE AND THAT ALL DELIVERY INSTRUCTIONS RELATIVE TO ANY GIVEN TRANSACTION ARE CORRECT. YOU EXPRESSLY UNDERSTAND AND ACKNOWLEDGE THAT IS IT NOT THE JOB OR OBLIGATION OF PROVIDER TO CHECK THE ACCURACY OF ANY INFORMATION OR DATA THAT IS SUBMITTED THROUGH THE SERVICE AND THAT PROVIDER CAN NOT AND SHALL NOT BE LIABLE FOR ANY FAILURE TO DELIVER OR SERVE ANY DOCUMENTS SUBMITTED THROUGH THE SERVICE WHERE ANY INFORMATION, DATA, OR DELIVERY INSTRUCTIONS IS EITHER NOT ACCURATE OR CORRECT.

YOU FURTHER EXPRESSLY UNDERSTAND AND ACKNOWLEDGE THAT NEITHER VENDOR NOR PROVIDER CAN BE RESPONSIBLE FOR, NOR HAVE ANY LIABILITY FOR, CLIENT PRINTING, FILING AND/OR SERVING ANY DOCUMENTS DOWNLOADED OR SAVED FROM THE SERVICE. CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT DOCUMENTS PREPARED FOR SUBMISSION TO THE WCAB EAMS SYSTEM REQUIRE EXACTING SPECIFICATIONS AND THAT ANY FAILURE TO MEET THESE EXACTING SPECIFICATIONS MAY RESULT IN DOCUMENT REJECTION OR FILING DELAY. CLIENT ASSUMES ALL RESPONSIBILITY AND LIABILITY FOR PRINTING, FILING AND SERVING DOCUMENTS ON THEIR OWN.

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IF CLIENT IS USING THE SERVICE'S AUTOMATED BULK UPLOAD SYSTEM IT IS THE CLIENT'S RESPONSIBILITY TO ENSURE THAT ALL DATA PASSES PROVIDER'S VALIDATION REQUIREMENTS. CLIENT ASSUMES ALL RESPONSIBILITY AND LIABILITY IF CLIENT FAILS TO ENSURE THAT ALL DATA MEETS ALL VALIDATION REQUIREMENTS. NEITHER VENDOR NOR PROVIDER CAN OR WILL ASSUME ANY RESPONSIBILITY OR LIABILITY FOR CLIENT BULK UPLOAD OF DATA.

13. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 11 AND 12 MAY NOT APPLY TO YOU.

Signature

Date

Printed Name

Phone Number

Company Name

Mailing Address for Documents Delivered to You by DWC Direct

City, ST Zip

Fax Number for Documents Delivered to You by DWC Direct

Email Address for Documents Delivered to You by DWC Direct