



## TERMS OF USE

BY ACCEPTING, DOWNLOADING, ACCESSING OR OTHERWISE USING THE SERVICES, YOU ACKNOWLEDGE AND AGREE TO THE BELOW TERMS. IF YOU DO NOT AGREE TO THESE TERMS, THEN DO NOT ACCESS AND USE THE SERVICES.

**CLASS ACTION WAIVER: YOU AGREE THAT ANY AND ALL DISPUTES BETWEEN YOU AND US WILL BE RESOLVED IN ACCORDANCE WITH SECTION 26 BELOW AND THAT YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION LAWSUIT, OR CLASS OR COLLECTIVE ARBITRATION.**

**This Terms of Use** (“**Terms**”) is entered into between novelHealth, a CureMD.com, Inc. brand, on behalf of itself or its corporate affiliates (“**Company**”, “**we**”, “**us**”), and the individual using the Services (*defined below*) (“**Customer**”, “**you**”).

These are definitions of some of the words you will see in this document.

1. **Definitions.**

- 1.1. “**Confidential Information**” means the these Terms, Documentation, Company Information and Materials, all confidential and business proprietary information of Company or Third Party Service provider disclosed in relation to these Terms; provided, however, that the term “Confidential Information” does not include any information that (i) is or becomes a part of the public domain through no act or omission by you; (ii) was in your lawful possession prior to the disclosure and had not been obtained by you, either directly or indirectly, from Company; or (iii) is lawfully disclosed to you by a third party without restriction on disclosure.
- 1.2. “**Company Information and Materials**” means all materials, documents, files, data, communications, emails, reports, analyses, Documentation and other materials prepared, created, transmitted or provided by, or on behalf of, Company to you.
- 1.3. “**Site**” means <https://www.novelhealth.ai> or any partner or affiliated websites owned and operated by us.
- 1.4. “**Documentation**” means user and technical manuals, training and other documentation describing the Services features, functionalities, requirements and specifications.
- 1.5. “**Healthcare Professionals**” mean those healthcare providers, employees, agents and independent contractors that are available through the Site.
- 1.6. “**HIPAA**” means Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recover and Reinvestment Act of 2009 (the “HITECH Act”), and as set forth in their respective implementing regulations.
- 1.7. “**Services**” means the Software, Third Party Services, and services provided by Company through the Site as further described in these Terms.
- 1.8. “**Software**” means the computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled which is owned or licensed by Company in object code form, and that you access and use.



These explain the services you will be able to use through novelHealth

- 1.9. **“Support Services”** means those support services provided by Company pursuant to Section 24.
- 1.10. **“Third Party Services”** means any software, offering, product or functionality that you use, but which is provided by an independent third party.

2. **Services.** Services, including services offered through the Site to you, shall include one or more, but not be limited to:

- 2.1. Allowing you, the ability to search Healthcare Professionals’ profiles on the Site;
- 2.2. Telemedicine and in-person health care appointment booking services, including on-demand telemedicine services with participating Healthcare professionals;
- 2.3. Patient reminders, including but not limited to, annual physical exams, gaps in care, missed or no-show appointments, recommended and check-ups;
- 2.4. Patient education material, including but not limited to pertinent news and educational materials and blogs; and
- 2.5. Option to communicate, recommend, share information or opinion with other users of services and/or site.

3. **Right to Use Services.**

- 3.1. **License.** During the term of these Terms, we grant to you a non-exclusive, non-transferable, limited license to access and use the Services. You shall access the Services solely for your own personal non-commercial purposes. You shall only access and use the Services for obtaining healthcare services and in accordance with the applicable law.
- 3.2. **Use of Services.** You acknowledge that the continued integrity of the Services and our performance of our obligations described in these Terms are dependent upon your use of the Services in accordance with these Terms, Documentation and Privacy Policy. We reserve the right, in our sole discretion, to deny, suspend or terminate your use of the Site or Services for any reason whatsoever.
- 3.3. **Customer.** Customer shall include those users who have access and use the Services using Log-In Credentials (*defined below*) and have consented to these Terms (by clicking through the terms of use or using the Site or end-user-facing aspects of the Services).
- 3.4. **Prohibited Uses.** You shall not use the Services in any way that violates another party's intellectual property, privacy or other rights; or in any way that otherwise interferes with the operation, use or enjoyment of any service, system or other property.

This show how you can and cannot use the services.

You shall not, and shall not permit any third party to: (i) sublicense, copy, distribute, transmit, display, publish, assign, convey, modify, create derivative works from, derive specifications from, encumber, exhibit, alter, integrate, combine, translate, record, reverse engineer, decompile or disassemble or otherwise attempt to discover in any way whatsoever the Services or any source code, underlying ideas or algorithms, software or system thereto; (ii) alter, encumber, transfer, sell or lease the Services, or any Confidential Information, to any third party; (iii) allow any third party or unauthorized party to access or use the Services for any purpose; (iv) access or use the Services for third party training, commercial time-sharing, software hosting, data processing services, services rental or service bureau use; (v) remove, deface, obscure, or alter Services’ copyright notices, trademarks or other proprietary rights notices affixed to or provided as part of the Services; (vi) compromise the security or integrity of any data, equipment, software, or system input or output of the Services; (vii) use, reproduce, publish, or distribute content in connection with the Services that infringes any third



party's trademark, copyright, patent, trade secret, publicity, privacy, or other personal or proprietary right; (viii) misuse the Services or use the Services for illegal purposes; (ix) use, or input any Customer Information in, the Services or any part thereof for any unlawful, offensive purpose, or to mislead or harass anyone or transmit any libelous, abusive, threatening, harmful, obscene or otherwise objectionable material of any kind or nature; (ix) conduct penetration testing; (x) use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve or index any portion of the Site and/or the Services; (xi) access or retrieve any content or portion of the Site and/or the Services for purposes of constructing or populating a searchable database of reviews or other content related to the healthcare industry or Healthcare Professionals; (xii) fraudulently or intentionally misuse the Services, including without limitation scheduling an appointment with a Healthcare Professionals which you do not intend to keep, or scheduling an appointment for Healthcare Professionals which you do not intend to pay; (xiii) create user accounts, book appointments or submit Reviews by automated means or under false or fraudulent pretenses; (xiv) collect or store personal data about other users in connection with the prohibited activities described in this paragraph; and (xv) impersonate any person or entity, or otherwise misrepresent their affiliation with a person or entity. Use of or access to the Services not in accordance with these Terms is strictly prohibited.

3.5. New / Additional Services. We may from time to time add new features to the Services, substitute a new service for one of the existing Services, or discontinue or suspend one of the existing Services. Under no circumstances, will Company be liable for any suspension or discontinuation of any of the Services or portion thereof, and the use of any new services will be governed by these Terms.

4. **Your / Customer Responsibilities.** You shall be solely responsible for: (i) ensuring that your access and use of the Services is in accordance with these Terms and Documentation; (ii) implementing and maintaining appropriate and adequate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Log-In Credentials and Company Confidential Information, and to prevent such information from improper use and disclosure, and securing its hardware, environment and software; (iii) safeguarding the confidentiality of Log-In Credentials; and (iv) obtaining access to the internet using software and hardware that meet our system requirements, including security requirements in accordance with the Documentation.

5. **Log-In Credentials; Account.** When you create an account on the Site, you may need to provide your name, your date of birth, an email address, along with other information, and create a password.

Company shall provide user account names and/or passwords (“**Log-In Credentials**”) for you to use the Services, including uploading, reviewing, and updating your Customer Information. You acquire no ownership rights to any Log-In Credentials, and Log-In Credentials may be revoked or changed at any time. Log-In Credentials shall be held in strict confidence by you. You shall be liable and responsible for all activities conducted through, and any consequences arising from, your Log-In Credentials, whether or not such activities have been authorized by you. You shall immediately notify us: (i) if Log-In Credentials’ confidentiality or use is compromised (ii) following any unauthorized use, access or other compromise of Log-In Credentials; and (iii) when you cease use of the Services. If you create an account or use the Site on behalf of an individual or entity other than yourself, then you represent that such use is authorized by such individual or entity to accept these Terms on such individual’s or entity’s behalf. You may also be able to connect to the Services through a third-party service. If you connect to the Services through a third-party service, you grant Company permission to access and use your information from such third-party service as permitted by such third party service, and to store Log-In Credentials for such third party service. Company has no control over, and

This details your responsibilities when using the services provided by novelHealth

You will be given access to the services using log-in credentials. This show how you must use these credentials.



assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed by any such third party.

We may, terminate or suspend your access to Services (i) if you breach any term of these Terms; or (ii) if we reasonably determine that your use or access adversely affects Company or the Services.

You will have access to information regarding healthcare providers. This contains details regarding the information you will see.

6. **Healthcare Professionals Information.** In order to provide the Services, we shall obtain and store, and make available to you, certain Healthcare Professionals information, including, without limitation: (i) the addresses, phone numbers, fax and emails of the Healthcare Professionals; (ii) information regarding Healthcare Professionals' appointment availability and National Provider Identifier (“NPI”); (iii) insurance plans in which each Healthcare Professional participates; (iv) general Healthcare Professional information; (v) trademarks, logos and such other domains, images and materials that Healthcare Professionals provide to Company; and (vi) any additional information required to provide the Services hereunder (collectively, “**Healthcare Professionals Information**”).

Healthcare Professionals Information may be provided by the Healthcare Professionals themselves and/or Healthcare Professionals' office staff, and collected from multiple other data sources that may not be confirmed by the Healthcare Professionals. Such content may change frequently and become out of date, incomplete or inaccurate. Company does not provide any advice, qualification certification or any guarantee about the veracity of any particular Healthcare Professional Information. You acknowledge that you will verify the Healthcare Professional information present on the Site directly with Healthcare Professionals or their offices prior to an appointment.

7. **Customer Information.**

7.1. Customer Information. You acknowledge and agree that, in order to provide the Services, Company shall obtain and store certain Customer information, which shall be made available to you, including, without limitation: (i) the address, phone number, fax and email of you; (ii) information regarding your preferences; (iii) insurance plans of you Customer and (iv) general Customer information (collectively, “**Customer Information**”). Customer Information includes, without limitation, information that you provide directly to Company whilst (i) creating an account, (ii) searching for Healthcare Professionals, (iii) completing medical history forms, (iv) leaving Reviews of the Healthcare Professionals, or (v) utilizing Services. Our use of Customer Information shall be in accordance with the Privacy Policy and the Customer Authorization.

You will need to provide us some information when using novelHealth. This provide details regarding such information.

7.2. Confirmation of Customer Information. You shall be responsible for validating the Customer Information and ensuring that the information is complete, accurate, true and up-to-date. You hereby acknowledge, agree, release, and indemnify Company from all claims and liability arising out of, related to, or in connection with your failure to validate Customer Information or arising out of, related to, or in connection with any omissions or errors in any Customer Information provided through the Services. Company may, but has no obligation to, delete any content that Company, in its sole discretion, deems inappropriate for inclusion on the Site.

7.3. Benefit Information. You may send certain insurance-related information (including without limitation coverage and benefit information) to Healthcare Professionals (“**Benefit Information**”) through the Services. Your disclosure of Benefit Information is subject to the terms and conditions in this section. You agree and acknowledge that: (i) you will provide accurate and complete insurance-related information; (ii) verify and update your insurance-related information (iii) you are aware that the Benefit Information may be sent via a clearing house and/or from the applicable insurance provider to Healthcare Professionals; (iv) Company cannot confirm the accuracy of this data; and (v)



COMPANY MAKES NO GUARANTEES AND DISCLAIMS ALL WARRANTIES THAT SUCH BENEFIT INFORMATION IS ACCURATE, TIMELY, COMPLETE OR ERROR-FREE.

If you do not have insurance coverage for Services, or if your coverage is denied, you acknowledge and agree that you shall be personally responsible for all incurred expenses in relation to using the Services.

7.4. Cancellation Policy. You understand and agree that the Healthcare Professional may charge you a cancellation fee in accordance with their policies. We will not be liable for any such fee, missed appointment, or your failure to adhere to the Healthcare Professional’s cancellation policy.

This addresses the content available on the novelHealth site.

8. **Content.** Company shall develop, compile, modify or otherwise maintain all content on the Site or as part of the Services, including, without limitation, any content provided by you. You acknowledge and agree that Company may make content from the Site, including Customer Information.

You will have the ability to post reviews. This allows us to use these reviews to provide better services to you.

9. **Customer Reviews.** Company shall solicit feedback from Customers who use the Services (“**Reviews**”), and Company may, in its sole discretion, make these Reviews available through posting on the Site and/or third-party sites in accordance with the terms of use governing such websites. Company shall have no obligation to (i) examine and validate Reviews for veracity, accuracy or content, or (ii) remove any Reviews. Company shall have no liability with respect to Reviews including the content of such reviews. Company shall have no liability to you with respect to, and you hereby release Company from, all claims related to, arising from or in connection with Reviews, including without limitation, claims that a Review is defamatory, unfounded, libelous, false, misleading, unfair, deceptive, and/or disparaging. Information provided by or about you that is contained in or part of Reviews is Customer Information but is not PHI and is collected solely at the discretion of Company and not on behalf of Healthcare Professionals.

When interacting with healthcare providers, you may need to use telemedicine software. This refers to its term and conditions.

10. **Telemedicine Software.** Company may provide services that will enable you to participate in health care encounters via telemedicine technology (“**Telemedicine Software**”). Company may choose to provide Telemedicine Software using a Third Party Service provider. Our services shall be limited to making the Telemedicine Software available, and under no circumstances shall we be deemed to be the provider of Telemedicine Software. Your use and access of the Telemedicine Software is governed by the Telemedicine Solution License and Services Agreement available at [www.curemd.com/LSA-Telemedicine.pdf](http://www.curemd.com/LSA-Telemedicine.pdf).

This shows how the relationship between you and novelHealth can be terminated, and its consequences.

11. **Termination.**

11.1. Termination. You may end your registration at any time, for any reason by sending an email to support@novelhealth.ai. We may suspend or terminate your use of the Site, your access or registration for any reason at any time. Subject to applicable law, we reserve the right to maintain, delete or destroy all communications and materials posted or uploaded to the Site pursuant to our internal record retention and/or content destruction policies. After such termination, we will have no further obligation to provide the Services, except to the extent we are obligated to provide you access to your health records or Healthcare Professionals are required to provide you with continuing care under their applicable legal, ethical and professional obligations to you.

11.2. Audit. Company shall have the right to monitor utilization of the Services by you. If we determine that your use of the Services is not in accordance with these Terms, we may terminate your access to the Services.

11.3. Effect of Termination. Upon termination of these Terms: (i) access to and use of the Services shall be terminated; and (ii) return and deliver to us any Company Information and Materials and Confidential Information.



Termination of these Terms shall not (i) relieve you from any liability that may have arisen prior to such termination; and (ii) limit either party from pursuing other remedies available to it, including injunctive relief.

This details how we will provide services to you.

12. **Privacy Policy.** Protecting your privacy and keeping your information secure is very important to us. You hereby agree to the **Privacy Policy** which details how we may use, share, and maintain the Customer Information.

As between you and us, we will own the information made available to you through the site.

13. **Ownership / Title; Disparagement.** As between the parties, Company and Third Party Service providers retain all title and interest in any copyrights, patents, trade secrets, know-how and other proprietary rights of any kind in the Services, Company Information and Materials, Company Confidential Information, and all edits, improvements, additions, modifications, interfaces, ideas, advices, recommendations, any custom templates, change requests, documents or proposals and derivative works prepared from or relating thereto. You do not acquire any rights, express or implied other than the limited rights as set forth in these Terms. You acknowledge and agree that you shall not (i) make any comparative references to Company, its pricing, or the Services; or (ii) disparage or otherwise denigrate Company or the Services.

In order to provide the services, we will need to monitor how our user uses the site.

14. **Monitoring; Access; Verification.** Company shall have the right to access and monitor use of the Services by you to (i) operate and monitor the Services properly; (ii) protect itself or others; (iii) maintain accounting records regarding the usage of the Services by you; (iv) verify the list of Customers; and (v) retrieve usage patterns, behaviours, trends, error reports.

These contain provisions you must understand and agree to before using the services.

15. **Representations, Warranties, Acknowledgements and Covenants of Customers.**

15.1. THE CUSTOMERS ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT A HEALTH CARE PROVIDER, AND THE SERVICES AND COMPANY INFORMATION AND MATERIALS ARE NOT INTENDED TO REPLACE OR SUBSTITUTE THE PROFESSIONAL JUDGMENT OR SKILL OF HEALTHCARE PROFESSIONALS. CUSTOMERS ACCEPTS ALL RISKS ARISING FROM, AND IS SOLELY RESPONSIBLE FOR THE SERVICES WHICH THEY RECEIVE. NEITHER COMPANY NOR ITS THIRD PARTY SERVICE PROVIDERS ASSUME ANY RESPONSIBILITY FOR THE MEDICAL CARE OF ANY PATIENT, ACTIONS OF CUSTOMERS OR HEALTHCARE PROFESSIONALS WHICH MAY RESULT IN ANY LIABILITY OR DAMAGES DUE TO MALPRACTICE, FAILURE TO WARN, NEGLIGENCE OR ANY OTHER BASIS. COMPANY ENCOURAGES HEALTHCARE PROFESSIONALS TO USE THE SITE RESPONSIBLY, BUT WE HAVE NO CONTROL OVER, AND CANNOT GUARANTEE THE AVAILABILITY OF, ANY HEALTHCARE PROFESSIONAL AT ANY PARTICULAR TIME.

The provision of Services does not create a medical professional/patient relationship between Company and the Customer, and does not constitute an opinion, medical advice, or diagnosis or treatment, but is provided to assist you in choosing a doctor, dentist or other healthcare specialist, professional, provider, organization, or agents or affiliates thereof.

15.2. Customer has all necessary right, title and interest in and to the Customer Information.

15.3. Customer is of legal age to form a binding contract. In the event that the Customer is below the legal age then the Customer may not use the Services without the supervision of a parent or legal guardian. If Customer registers as the parent or legal guardian on behalf of a minor, Customer will be fully responsible for complying with these Terms. By using the Site or Services on behalf of a minor child, Customer represents and warrants that Customer is the parent or legal guardian of such child, and that all references in these



Terms of Use to “Customer” shall refer to such child or such other individual on whose behalf Customer has authorization to enter into these Terms of Use, and to the Customer in its capacity as the parent or legal guardian of such child or as the authorized party of such individual.

This lays down the conditions under which you will have to compensate us if we suffer losses due to certain actions.

16. **Indemnity by Customer.** You agree to indemnify, defend and hold harmless Company, and Third Party Service providers from and against any claims, losses, damages (including but not limited to compensatory, consequential, special and punitive damages), demands, costs, penalties, injuries, interest, or expenses (including without limitation reasonable attorney fees and costs) in connection with or arising out of: (a) any services or treatment provided by the Healthcare Professionals to a Customer or other patient; (b) Customer Information; or (c) the Customer’s: (i) use of the Services, and all information contained therein, including; (ii) act, omission (negligent, willful or otherwise) or breach of any of these Terms; (iii) any personal injury or death sustained by any individual or any third party, alleged or otherwise; (iv) violation of federal, state or local laws, rules or regulations; (v) use of Services not in strict conformance with Documentation, workflows or functionality built into the Services; (vi) improper use, or infringement, of Third Party Services; (vii) the violation of any intellectual property or other right of any person or entity, by you or any person using your Log-In Details and (viii) suspension, termination or change of the Customer’s access to Services.

This shows that we will communicate using SMS / Text.

17. **SMS/Text Communications.** As part of providing you with the Services, Company may need to provide you with certain communications such as appointment reminders, service announcements, privacy notices, administrative messages and other communications about the Services (“Communications”). These Communications are considered part of the Services.

You understand that by accepting these Terms, you agree to these Terms and that such action constitutes a legal signature. You agree that Company may send to you Communications through electronic means including but not limited to: (1) by email, using the address that you provided to Company during registration, (2) short messaging service (“SMS”) text message to the mobile number you provided Company during registration (“SMS Messages”), (3) push notifications on your tablet or mobile device, or (4) by posting Communications on the Site. The delivery of any Communications from Company is effective when sent by Company, regardless of whether you read the Communication. You can withdraw your consent to receive Communications by deactivating your Account. While secure electronic messaging is always preferred to insecure email, under certain circumstances, insecure email communication containing personal health information may take place between you and Company. Company cannot ensure the security or confidentiality of messages sent by email.

There are certain conditions under which we will provide services to you.

18. **No Endorsement.** The Services shall not be considered medical advice nor an endorsement, representation, or warranty that any particular medication or treatment is safe, appropriate, or effective. The content that you obtain or receive from Company, its employees, contractors, partners, sponsors, advertisers, licensors or otherwise through the Site, is for informational, scheduling and payment purposes only. You should independently confirm any content, including Healthcare Professional Information with other available sources, including but not limited to, the Healthcare Professionals’ office, medical associations relevant to the applicable specialty, state medical boards, and the appropriate licensing or certification authorities to verify listed credentials and education.



Some Healthcare Professionals listed through the Services enter into contracts with Company and may pay Company a fee in order to be marketed through or to use the Services. To help you find Healthcare Professionals who may be suitable for your needs and enable the maximum choice and diversity of Healthcare Professionals participating in the Services, Company may provide you with lists and/or profiles of Healthcare Professionals. These results are based on information that you provide to Company, such as insurance information, geographical location, and healthcare specialty. They may also be based on other criteria (including, for example, Healthcare Professional availability, past selections by and/or ratings of Healthcare Professionals by you or by other Customers, and past experience of Customers with Healthcare Professionals). Note that Company does not recommend or endorse any Healthcare Professionals, nor does it make any representations or warranties with respect to these Healthcare Professionals or the quality of the healthcare services they may provide. We may show Customer advertisements or sponsored results on the Site, including above the search results. Company receives additional fees from Healthcare Professionals for providing such sponsored results. Sponsored results shown through the Services are not, and should not be considered, an endorsement or recommendation by Company of the Healthcare Professional.

These services are not to be used for emergency purposes.

19. **Participation.** The parties agree that any payments related to the Services hereunder are (i) consistent with fair market value in an arm’s length transaction, (ii) not based on the value or volume of any items or services provided by Healthcare Professionals to you, and (iii) do not constitute splitting of any professional fees paid to Healthcare Professionals. The Services impose no requirements on the manner in which Healthcare Professionals provides services to you, except that Healthcare Professionals agrees not to charge any Customer different rates based upon, nor to charge Customer a fee for, such Customer booking through the Services or otherwise using Company Services.

20. **Emergency.** DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL ADVICE FROM A QUALIFIED HEALTHCARE PROVIDER. THE SERVICES ARE NOT INTENDED FOR EMERGENCY MEDICAL NEEDS. IN THE EVENT OF A MEDICAL EMERGENCY, YOU SHOULD CALL A HEALTHCARE PROFESSIONAL OR DIAL 911.

This lays down the conditions under which we disclaim or limit our liability to you.

21. **Disclaimer.** YOU ACKNOWLEDGE THAT NEITHER COMPANY, NOR ITS THIRD PARTY SERVICE PROVIDERS, PROVIDE ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USABILITY, CONDITION OR OPERATION THEREOF, TITLE, COMPATIBILITY, SECURITY, ACCURACY, AVAILABILITY, TIMELINESS, COMPLETENESS, ADEQUACY AND NONINFRINGEMENT OR WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OR TRADE, AND YOU WARRANT THAT YOU HAVE NOT RELIED ON ANY REPRESENTATIONS, WARRANTIES, OR STATEMENTS OF FACT NOT SPECIFICALLY INCLUDED IN THESE TERMS. YOU ACKNOWLEDGE THAT THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”.

The parties acknowledge and agree that Company is not responsible for: (i) the accuracy, reliability, timeliness, or completeness of Health Professional Information, Customer Information, PHI, other data or information provided or received through the Services; (ii) any results that may be obtained from the use of the Services; (iii) the provision of Healthcare Professionals’ services; (iv) the cancelling or rescheduling of any appointment booked through the Services; (v) use of the Services after the termination; or (vi) losses or injury arising or resulting from the use of the Services.

COMPANY, OR ITS THIRD PARTY SERVICE PROVIDERS, DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, FAULT-FREE, AND FREE OF VIRUSES OR ANY OTHER MALICIOUS CODE OR THAT ALL ERRORS WILL BE CORRECTED.



EXCEPT AS SET FORTH IN THESE TERMS, IN NO EVENT SHALL COMPANY, OR ITS THIRD PARTY SERVICE PROVIDERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, OR LOSS OF USE, OR ANY OTHER FINANCIAL CLAIM FOR DAMAGES, HARDSHIP, OR FAILURE OF DELIVERY, THE COST OF DELAY, PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES, ALTERATION, THEFT, PROVISION OF SERVICES, HEALTH CARE OR OTHERWISE, TO YOU, DESTRUCTION OR CORRUPTION OF DATA, ANY INABILITY TO RECORD, ACCESS OR RESTORE DATA, INCORRECT REPORTS, OR INCORRECT DATA FILES RESULTING FROM PROGRAMMING ERROR, OPERATOR ERROR, EQUIPMENT OR SOFTWARE MALFUNCTION, OR THE USE OF SERVICES OR FROM INCREASED EXPENSES OR COSTS, FORESEEABLE OR UNFORESEEABLE, OR COST OF COVER SUFFERED BY YOU OR BY ANY THIRD PARTY, WHETHER IN AN ACTION IN BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR TORT OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED OF OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SINCE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OUR LIABILITY, IN SUCH STATES OR JURISDICTIONS, SHALL BE LIMITED IN ACCORDANCE HEREIN TO THE MAXIMUM EXTENT PERMITTED BY LAW.

YOU ACKNOWLEDGE THAT COMPANY HAS NO CONTROL OF OR RESPONSIBILITY FOR YOUR USE OF THE SERVICES OR THE CONTENT PROVIDED THEREON AND HAS NO LIABILITY TO ANY PERSON FOR ANY DATA OR INFORMATION INPUT ON THE SERVICE BY YOU.

COMPANY DISCLAIMS ANY AND ALL LIABILITY FOR ERRONEOUS TRANSMISSIONS AND LOSS OF SERVICE RESULTING FROM COMMUNICATION FAILURES BY TELECOMMUNICATION SERVICES.

22. **Limitation of Liability.** Our cumulative, aggregate total liability in any way or in any degree under these Terms (a) relating to or arising out of these Terms, or (b) relating to or arising out of any other agreement between, on the one hand, you, and, on the other hand, Company or any third-party that is a partner, vendor, supplier, licensor or Customer of Company, shall in no event exceed an amount equal to \$100. You hereby acknowledge that the remedies set forth above are reasonable and will not fail of their essential purpose.

This section sets forth the full extent of our liability for damages resulting from these Terms and the Services, regardless of the form in which such liability of claim for damages may be asserted. The provisions of these Terms allocate the risks between Company and you. The parties agree that our terms and conditions of these Terms reflect the allocation of risk and the limitation of liability specified herein, and you acknowledge that without such limitation on liability Company would not have entered into these Terms.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS THE CANCELLATION OF YOUR ACCOUNT.

23. **Website Links.** COMPANY WILL NOT BE LIABLE FOR ANY INFORMATION, SOFTWARE, OR LINKS FOUND AT ANY OTHER WEBSITE, INTERNET LOCATION, OR SOURCE OF INFORMATION LINKED TO THROUGH THE SITE, NOR FOR YOUR USE OF SUCH INFORMATION, SOFTWARE OR LINKS, NOR FOR THE ACTS OR

We will not be responsible for your access to other websites.



We will provide support to you in accordance with these provisions

OMISSIONS OF ANY SUCH WEBSITES OR THEIR RESPECTIVE OPERATORS.

24. **Support.** Subject to your compliance with these Terms, Company will provide online Support Services during business hours, which are 9:00 a.m. to 6:00 p.m. Eastern Standard Time, Monday through Friday, excluding holidays.

25. **Third Party Services.**

We use third party services to provide services to you. This lays out its terms of use.

25.1. Third Party Services. The Services may include unrelated third party software and services which may be used solely with, or as part of, the Services and for no other purpose. The availability and accuracy of such Third Party Services is not within our control. You hereby waive any and all claims which you may have against Company in connection with the Third Party Services and Company waives all liability directly caused by the negligence, conduct or misconduct of Third Party Services. You understand and acknowledge that the provision of Third Party Services is dependent on continuing contractual relationship between Company and Third Party Service providers.

Notwithstanding the foregoing, such third party software and services may, in addition to the terms and conditions set forth herein, require you to enter into separate agreements with the respective third party vendors. You agree to execute such agreements as may be required for the use of such third party software or services.

25.2. Third Party Beneficiaries. Providers of Third Party Services shall be third party beneficiaries to these Terms with respect to the services provided to you.

26. **Confidential Information.** All Confidential Information disclosed hereunder will remain the exclusive and confidential property of disclosing party (“**Disclosing Party**”). The receiving party (“**Receiving Party**”) will not disclose the Confidential Information except for the provision or utilization of the Services and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of Disclosing Party as it uses with respect to its own confidential information, but in no case less than reasonable care and shall, in addition, take such actions as are required under these Terms or shall be reasonably specified by Disclosing Party in a written notice to the Receiving Party. Receiving Party will limit access of Confidential Information to its affiliates, employees and authorized representatives with a need to know and will enter into confidentiality agreements with terms similar to those mentioned in this section. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information of Disclosing Party (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, and (ii) as appropriate, to respond to any summons or subpoena or in connection with any litigation; provided that, immediately upon receiving any such request and to the extent that it may legally do so, Receiving Party advises Disclosing Party of the request prior to making such disclosure in order that Disclosing Party may interpose an objection to such disclosure or take such other action as it deems appropriate to protect the Confidential Information. Confidential Information shall not include PHI.

In using the services, you will come across our confidential information. This lays down how you can use and disclose such information.

Upon the request of Disclosing Party, Receiving Party shall return or destroy all Confidential Information, including copies within ten (10) days of such request. If the Receiving Party is unable to destroy any such Confidential Information, it must remove any part containing references to the Confidential Information. Receiving Party shall provide a written certificate to Disclosing Party regarding destruction or return within ten (10) days thereafter.

Nothing contained herein shall be construed as granting or conferring any rights, license or otherwise in any Confidential Information. Confidential Information may pertain to prospective or unannounced products. You agree not to use any



Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product/service.

Receiving Party agrees that Disclosing Party will suffer irreparable harm if Receiving Party fails to comply with its obligations set forth in this section, and that monetary damages will be inadequate to compensate Disclosing Party for any such breach. Accordingly, Receiving Party agrees that Disclosing Party will, in addition to any other remedies available at law or in equity, be entitled to the issuance of injunctive relief to enforce the provisions hereof as well as seek specific performance, immediately and without the necessity of posting a bond.

27. **Governing Law and Dispute Resolution.** The Agreement, and all matters arising out of or relating to these Terms, shall be governed by the laws of the State of New York applicable to contracts made and wholly performed in such state. Any controversy or claim arising out of or relating to these Terms or breach thereof shall be submitted to the following procedure: (i) direct negotiation in a settlement conference to be scheduled as soon as possible after the dispute arises; (ii) if no resolution is reached within sixty (60) days of the settlement conference, either party may seek legal redress in federal and state courts located in Southern District of New York for disputes arising out of these Terms.

28. **Misc. / General.**

28.1. **Time-Bar.** Except for breach of our proprietary rights in the Services, no action, regardless of form, arising out of these Terms may be brought by either party more than six months after the cause of action has accrued.

28.2. **Call Monitor and Recording.** You acknowledge and agree that calls to and from Company may be monitored or recorded.

28.3. **Waiver.** The waiver by either party of any default or breach of these Terms shall not constitute a waiver of any other, or subsequent, default or breach.

28.4. **Entire Agreement.** These Terms, along with exhibits and referenced documents, constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of these Terms. Any representations, promises or inducements oral or written not embodied in these Terms, must be in writing and signed as part of an Addendum to these Terms.

28.5. **Assignment.** Company may assign these Terms or any rights or obligations under these Terms to a third party. Except as provided for hereunder, you may not assign these Terms or any rights or obligations hereunder without the prior written consent of Company; any such assignment without the prior consent of Company shall be void. Company may use subcontractors to perform Services under these Terms; provided, however, that such subcontracting shall not relieve Company from responsibility for performance of its duties hereunder. We may also attempt to notify you in some other way.

28.6. **Third Party Beneficiaries.** Except as provided for under these Terms, Company has no obligation to any third party by virtue of these Terms, including any patient of any Customer.

28.7. **Severability.** If any of the provisions of these Terms shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the fullest extent possible, the economic, business and other purposes of these Terms.



- 28.8. Survival. Your rights under these Terms will terminate automatically if you breach any terms of these Terms. All sections that contemplate survival will survive any termination of these Terms.
- 28.9. Modification. Company may at its sole discretion change, add, or delete portions of these Terms at any time on a going-forward basis. Continued use of the Site and/or Services following notice of any such changes will indicate your acknowledgement of such changes and agreement to be bound by the revised Agreement, inclusive of such changes. If at any time you choose not to accept these Terms of Use, including following any such modifications hereto, then you must stop using the Site and the Services.
- 28.10. Force Majeure. Neither party is liable under these Terms for non-performance caused by acts of war, terrorism, hurricanes, earthquakes, pandemics, other acts of God or nature, strikes or other labour disputes, riots, or other acts of civil disorder or any other events, conditions or causes beyond such party's reasonable control.
- 28.11. Electronic Signature. You expressly agree not to contest the validity of any electronic signature because the signature is performed electronically.