

# MyMedicalHUB Corporation

## Patient Terms of Service

BY ACCESSING, USING THE SOFTWARE AND/OR SIGNIFYING YOUR ACCEPTANCE TO THESE TERMS OF SERVICE, YOU AGREE TO THE TERMS OF THIS ELECTRONIC AGREEMENT ON YOUR OWN BEHALF AND, IN THE EVENT OF A MINOR, ON BEHALF OF THE ACCOUNT OWNER LISTED IN THE ACCOUNT CREATION, SIGN UP OR SIMILAR FORM (“REGISTRATION FORM”). YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND YOURSELF TO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE AND DO NOT HAVE THE AUTHORITY AS PROVIDED HEREIN, DO NOT ACCESS, OR USE THE SERVICES (AS DEFINED IN THESE TERMS OF SERVICE).

### Disclaimer: Wellness Service Only

The MyMedicalHUB Physical Assessment (MPA) provided by MyMedicalHUB (Or, Injury Cloud) is intended solely as a wellness service and is not designed to diagnose, treat, cure, or prevent any medical conditions or diseases. The information and recommendations provided by the MPA should not be used as a substitute for professional medical advice, diagnosis, or treatment.

The MPA aims to support general well-being and musculoskeletal health awareness by offering insights based on subjective intake questions and survey tools. It is designed to help users understand their potential musculoskeletal health status and risk in a general sense and is not intended to reveal specific injuries or medical conditions.

Users are strongly encouraged to consult with a healthcare provider, such as a physician or other qualified health professional, for any medical concerns or if they experience symptoms or need health advice or treatment. Decisions about medical care should always be made in consultation with a qualified healthcare provider who has access to all relevant medical information.

By using the MPA, you acknowledge and agree that it is a wellness tool and not a medical device, and that you will not rely on it for medical purposes. MyMedicalHUB makes no warranties or representations, express or implied, regarding the accuracy, reliability, or completeness of the information provided by the MPA, and expressly disclaims any liability for damages, including without limitation, direct, indirect, incidental, consequential, or special damages, arising out of or in connection with the use of the MPA.

These Terms of Service (“Agreement” or “Terms & Conditions” or “Terms of Service”) are a contract between you individually, the Account Owner (“you” or “your”) and MyMedicalHUB Corporation (“MyMedicalHub” or “Us” or “We”) and govern your use of MyMedicalHub’s portals or websites (any affiliated sub-domains and mobile applications and sites), Software, and Servers (hereinafter collectively the “Service”), your rights and obligations with respect to User Data that you place in the Service, and associated Intellectual Property Rights thereto, as well

as your creation of an account through which you will access the Service, (hereinafter an “Account”) for use in connection with the Service. By accessing, using, subscribing, purchasing, or downloading the Services, or any goods, materials, or content from the Websites or portals, you agree to follow and be bound by the following terms and conditions and any other terms and conditions embodied in any other agreements you enter into with us. If you do not agree with the Terms & Conditions, you may not use the Website or the Services.

NOTICE OF ARBITRATION AGREEMENT AND CLASS ACTION WAIVER: THIS AGREEMENT INCLUDES A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER, SET FORTH BELOW, WHICH AFFECT YOUR RIGHTS ABOUT RESOLVING ANY DISPUTE WITH US. PLEASE READ IT CAREFULLY.

These Terms of Service apply to your use of the Service and ALL transactions made on or through the Website in your use of the Services. This Agreement is governed by the Electronic Signatures in Global and National Commerce Act. You and the Account Owner manifest your agreement to these Terms of Service by any act demonstrating your assent thereto, including clicking any button containing the words “I agree”, “Start my free trial”, “Join my team”, “Create my account,” “Register,” “Registration,” or similar syntax, by accessing the Website, by establishing an Account, or using the Services, whether you have read these terms or not. On clicking any such button, you agree to these Terms of Service. You should print a copy of this Agreement for your personal records. This Agreement may be modified by MyMedicalHub effective immediately by notifying you as provided in Section 32 below. By continuing to access or use the Service after the effective date of any such change, you agree to be bound by the modified Terms of Service.

## 1. Definitions

- “Account Owner” means the individual who establishes the Account. The Account Owner is responsible for the obligations and activities under the account, including without limitation payment for the account and deletion of the Account.
- “Dispute” will have the broadest meaning possible and means any dispute, action, or other controversy between you and MyMedicalHub relating to the Website/Software/Service, any transaction or relationship between you and MyMedicalHub resulting from your use of the Website/Software/Service, communications between you and MyMedicalHub, or this Agreement – whether in contract, warranty, tort, laws, or regulations.
- “HIPAA” means the Health Insurance Portability and Accountability Act of 1996;
- “Intellectual Property Rights” means copyrights, trademarks, service marks, trade dress, publicity rights, database rights, patent rights, and other intellectual property rights or proprietary rights recognized by law;
- “Payment Data” means any personal or financial information collected from a credit card, debit card or other payment method, including but not limited to a cardholder’s account number, card expiration date, and CVV2.
- “Protected Health Information” or “PHI” means protected health information as defined by HIPAA’s Privacy Rule found at 45 C.F.R. §160.103; and

- “Servers” are computers or devices that host the Website or Software or Service
- “MyMedicalHub Software” or “Software” is the software provided to you by MyMedicalHub and/or its suppliers under license or with respect to which you have access, in connection with the Service;
- “Stripe Payment Processing Services” are services that enable the acceptance of payments, management of subscriptions, and performance transaction reporting, as well as analytics and other business services.
- “Transaction Data” means customer information, User Data, Payment Data, transaction information, bank information and credit card information including without limitation tokenized account information, tokens and token access codes, account information or other data or information of any kind that is provided by or generated or collected on your behalf, or your patients or client by the Service.
- “User Data” means any data or images that you or your clients or patients upload, stream or submit to the Servers, Website, or other areas of the Service, or generated or collected on your behalf from the Services, Website, the Service or third parties, including but not limited to Protected Health Information as that term is defined below, video, image and sound data and Transaction Data;
- “Users” means an Account Owner, Team Member, or either of their clients or patients.
- “Website” means the websites, portals, and services available from the domain and sub-domains and any related or successor domains and mobile applications and sites from which MyMedicalHub may offer Services;

## 2. Verification for MyMedicalHub

By accepting this Agreement in connection with an Account, you represent that you are at least 18 years of age, or the legal age of majority where you reside if that jurisdiction has an older age of majority, and you have the legal authority to enter into this Agreement. You further agree that as a condition to accessing the Website, Portal, and the Service, you will submit to account verification as required by MyMedicalHub, and provide only true and accurate identification documentation to MyMedicalHub or its third party service providers as requested by MyMedicalHub. You and the Account Owner are responsible for the security of any account verification information, such as usernames and passwords, including without limitation, your username and password. If you are under 18 years old, you will require a parent or legal guardian’s consent to collect User Data or for their use of the Services, which consent you are responsible for obtaining, prior to the use by such User of the Website.

## 3. Establishing an Account

You must establish an Account with MyMedicalHub to use the Service. Only one person may be an Account Owner. You agree to provide accurate, current, and complete information about yourself (“Registration Data”) as prompted by the Registration Form and to use the account management tools provided to keep your Registration Data accurate, current and complete. MyMedicalHub will assign to You, as Account Owner, an account name (your “Account Name”).

## 4. Responsibility for Use of Account

You, as the Account Owner, are responsible for all activities conducted through your Account, are responsible for all activities conducted through your username and are responsible for whom you grant access to your Account. In the event that fraud, violation of law, regulation or rule, or conduct that violates this Agreement occurs (whether by you or someone else) that is in any way connected with your Account, we may suspend or terminate your use of the Service and your Account as described in Section 24 and you shall be financially responsible to MyMedicalHub for the consequences of such use.

## 5. Selection and Use of Account Password

At the time your Account is created, you must select a password. You are responsible for maintaining the confidentiality of your password and are responsible for any damages, claims or other harm resulting from your disclosure, or authorization of the disclosure of your password or Account or from any person's use of your password or your Account and those who gain access to your Account or Account Name. At no time should you respond to an online request for a password other than in connection with the log-on process to the Service. Your disclosure of your password to any other person is at your own risk.

You must have separate usernames and passwords. You may not share entry identifications and authentication passwords and any sharing may result in a suspension or termination of access for the User and the Account Owner, and/or an increase in charges, at MyMedicalHub's sole discretion.

## 6. Fees and Billing

**Please be advised that you can terminate the services provided by MyMedicalHUB at any time on 30 days advanced notice.** MyMedicalHub provides the Service for the fees and other charges set forth on your Website, portal, or through provider service arrangements. We may at any time add new services for additional fees and charges, or prospectively modify fees and charges for existing services on reasonable notice as provided herein. You acknowledge that when requested to do so, it is your responsibility to ensure payment in advance for all paid aspects of the Service, and to ensure that your credit or debit cards or other payment instruments accepted by MyMedicalHub continue to be valid and sufficient for such purposes. We may suspend or terminate your use and your Account's use, as provided in Section 24, in the event of any payment delinquency or reversal. Other services are available from MyMedicalHub and the agreement with respect to those services and fees due to MyMedicalHub incorporate by reference these Terms of Service as well as any specific terms and conditions presented to you. You will not be entitled to any refund on termination

or expiration of the Agreement. All payments once made to MyMedicalHub shall have been earned by MyMedicalHub as of the date of payment. You will not be entitled to any refund of partially used Services or credits at any time.

## 7. Modification of Service

MyMedicalHub reserves the right to add, modify, or eliminate aspect(s), features or functionality of the Service from time to time for the purposes of compliance with applicable laws and regulations, to effect improvements in security and functionality, to correct errors, or for any other purposes, at its sole discretion.

## 8. Privacy Policy, Protected Health Information, User Data and Use of Your Information, Data Deletion on Termination

Our [Privacy Policy](#) describes how we use and share Personal Information (as such term is defined in the Privacy Policy), including any payment account information you may provide to us either for purposes of creating an Account, submitting an inquiry or to receive further information, updates and promotions about or related to the Service. Our Privacy Policy does not apply to any Personal Information contained within User Data that we collect and process only on your behalf when we provide the Service.

In providing you our Service, MyMedicalHub will not sell any Personal Information contained in User Data. MyMedicalHub will not retain, use or disclose the Personal Information you provide to us except for the specific purpose of performing our obligations under this Agreement, including providing and improving the Service under this Agreement, nor will MyMedicalHub retain, use or disclose Personal Information outside of our direct business relationship with you.

We will make no use of PHI that is not permitted by this Agreement or that is prohibited by applicable law, including but not limited to HIPAA. In the event that we receive a subpoena or other legal or court order compelling the disclosure of any User Data (including PHI) or any of your data, unless ordered to not do so by a court of competent jurisdiction, or unless our legal counsel advises us that prior notification is not required or in violation of applicable law, we will notify you of the subpoena or other legal or court order prior to disclosing the PHI or other data. We will make commercially reasonable efforts to maintain the Service in a manner that includes appropriate administrative, technical, and physical security measures designed to protect the confidentiality, availability, and integrity of PHI that is in our possession, as required by HIPAA.

We provide Users information by email through the Website or portal. The emails you will receive include billing emails, account verification emails, platform and Service training emails (sometimes called “on-boarding emails”), assessment related notifications, and survey emails (for product improvement purposes). You understand that by using the Service and agreeing to these Terms of Service that MyMedicalHub will send to you the foregoing email types and you hereby waive any right to opt out of such communications to the extent permitted by applicable law.

In the event of termination of this Agreement, whether by your cancellation of the Agreement, your breach of, or as otherwise provided in this Agreement, there is an export feature in the Service which will enable you to retrieve your User Data contained within the Service prior to the account termination date. It is your responsibility to export from your Account a file or files containing the User Data contained within the Service before the account termination date and to ensure the secure preservation of PHI for your clients and patients pursuant to federal and state law. MyMedicalHub will destroy the User Data for your Account as provided in Section 25 of these Terms of Service.

## 9. No Responsibility for Acts of Omissions of Third-Party Websites

The Service may contain links to, or otherwise allow connections to third-party websites, servers, and online services or environments that are not owned or controlled by MyMedicalHub. You agree that MyMedicalHub is not responsible or liable for the content, policies, or practices of any third-party websites, servers, or online services or environments. Please consult any applicable Terms of Use and Privacy Policies provided by the third party for such websites, servers, or online services or environments.

## 10. Your Rights and Obligations with Respect to User Data

In connection with User Data you upload or submit to the Service, you affirm, represent, and warrant that you own or have all necessary Intellectual Property Rights, licenses, consents, and permissions to use and authorize MyMedicalHub to use, retain and process the User Data in the manner contemplated by the Service and this Agreement. You agree that by uploading or submitting any Content to or through the Servers, Website, or other areas of the Service, you hereby automatically at such time grant MyMedicalHub (and its affiliates) a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, and display the User Data and Transaction Data (including User Data and Transaction Data that is created, collected or generated by the

Service or MyMedicalHub using the User Data and Transaction Data you submit) solely for the purposes of providing the Service. You agree that the license includes the right to copy, analyze and use any of your User Data and Transaction Data as MyMedicalHub may deem necessary or desirable for purposes of debugging, testing, or providing support or development services in connection with the Service and future improvements to the Service. The license granted in this Section is referred to as the “Service Data License.” You also acknowledge that the Service Data License granted to MyMedicalHub with respect to your Content will survive the termination of your Account to permit MyMedicalHub: (i) to retain server copies of particular instances of your User Data, including copies stored in connection with back-up, debugging, and testing procedures; and (ii) to enable the exercise of the licenses granted in this Section for any other copies or instances of the same User Data that you have not specifically deleted from the Service. Notwithstanding anything to the contrary herein, or in any payment processing agreement between you and the payment processor, you also hereby provide MyMedicalHub (and its affiliates) an irrevocable perpetual license, authority, and permission to obtain, copy, and use, at MyMedicalHub’s request, without notice to you, from payment processors, banks, card and ACH processors and gateway provider, which support the Service, all of your Transaction Data and User Data for purposes of providing you the Service.

You acknowledge that you are responsible for all information and User Data you input into the Service. You also understand and agree that all of your activity within the Service is automatically logged (including into audit logs) and that such activity may be audited by Account Owners, account administrators, regulators, or others.

## 11. Payment and Billing Services

A. In order to use payment processing services and the billing services (“Stripe Payment Processing Services”), you must agree to the Stripe Connected Account Agreement (<https://stripe.com/us/connect-account/legal>) and any other applicable Stripe agreement (incorporated herein by reference) that is available to you when you enroll in the Service and afterward through the Service. No transactions will occur in your MyMedicalHub account until you click to agree to the Stripe Services Agreement or the Stripe Connected Account Agreement (as applicable). In addition to other terms and conditions herein as it relates to your clients’ payments to you, you hereby agree that:

- MyMedicalHub may conduct certain activities related to the Stripe Payment Processing Services such as communication of information about transactions and refunds, Stripe account balance adjustments, the handling of disputes (including chargebacks), as well as other features as described in the Stripe documentation.
- Certain use, recurring, or application fees may be charged to you for your use of the Stripe Payment Processing Services.
- You will comply with all terms and conditions of your Stripe Connected Account Agreement and not violate such agreement including processing payments from the Prohibited Business

List provided in the Stripe Connected Account Agreement.

- Stripe may suspend or terminate the provision of Stripe Payment Processing Services in accordance with the terms of the Stripe Connected Account Agreement.
- MyMedicalHub may use and may share with Stripe, and Stripe may use and share with MyMedicalHub, all Transaction Data, Payment Data, data about your Account, your activity on their Stripe accounts, and transactions. In addition, You hereby grant permission to MyMedicalHub to work with and interact with Stripe, in order to copy your Transaction Data, Payment Data, and User Data from your Account to the Service and your related account, for the benefit of facilitating or improving use or interoperability of the Stripe credit card processing services with the Services. As a condition of MyMedicalHub enabling payment processing services through Stripe Payment Processing Services, you must provide MyMedicalHub accurate and complete information about you and your practice and business.
- You agree that in the event that MyMedicalHub, or Stripe (or other payment processor) is required under applicable law to obtain Your consent in order to send you tax forms, tax notices or tax returns (including informational returns such as 1099s) by e-mail or other electronic format, that you hereby provide your consent to MyMedicalHub, or Stripe (or other payment processor), as applicable, to send you such notices, forms and returns by e-mail or other electronic format.

“Stripe” is a registered trademark of Stripe, Inc.

## 12. Interruption of Service

MyMedicalHub may on occasion need to interrupt the Service, with or without prior notice, to protect the integrity or functionality of the Service or for maintenance purposes. You agree that MyMedicalHub will not be liable for any interruption of the Service (whether intentional or not), and you understand that you will not be entitled to any refunds of fees or other compensation for interruption of service. Likewise, you agree that in the event of loss of any User Data, we will not be liable for any purported damage or harm arising therefrom.

## 13. MyMedicalHub’s Intellectual Property Rights and Limited License Granted to You

**A. Intellectual Property Rights.** MyMedicalHub owns Intellectual Property Rights in and to the Service, except all User Data, including the MyMedicalHub Software, the Websites, Portals, and the Servers, and in and to our trademarks, service marks, trade names, logos, domain names, taglines, and trade dress (collectively, the “MyMedicalHub Marks”). You understand that such Intellectual Property Rights are apart from any rights you may have in User Data you upload or submit to the Service, as discussed above. You acknowledge and agree that MyMedicalHub and its licensors own all rights, title, and interest in and to the Service, including all Intellectual Property Rights therein. All rights, title, and interest in and to the Service, and in and to the MyMedicalHub Marks are reserved by MyMedicalHub. Copyright, trademark and other laws of the United States and foreign countries protect the Service and the MyMedicalHub Marks.



**B. Limited License.** MyMedicalHub hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited, revocable license to access and use the Service as set forth in these Terms of Service and expressly conditioned upon your Account remaining active, in good standing, and in full compliance with these Terms of Service. You agree that you will not (i) allow any person or entity not authorized by MyMedicalHub to use or access the Software, (ii) attempt to copy any ideas, features, functions or graphics contained in the Service; (iii) use the MyMedicalHub Software in the operation of a service bureau, an application service provider or for any other purpose intended to benefit a party other than you, (iv) alter or modify the MyMedicalHub Software, (v) sell, assign, sublicense, rent, lease or otherwise transfer the MyMedicalHub Software or any rights in connection therewith, or (vi) attempt to translate, disassemble, decompile, reverse assemble, reverse engineer all or any part of the Service or otherwise attempt to derive the source code for the Software.

**C. Feedback and other Input.** You may provide suggestions, ideas and/or feedback (collectively, "Feedback") to MyMedicalHub or in the use of the Services or Website regarding MyMedicalHub Website, Portals, products or Services. You agree that MyMedicalHub will be free to use, irrevocably, in perpetuity and for any purpose, all Feedback provided to it by you and that all rights, title, and interest in Feedback is assigned to MyMedicalHub. The foregoing grant of rights is made without any duty to account to you or to any of the foregoing persons or entities for the use of such Feedback.

**D. Mobile Application License.** Subject to your compliance with these Terms & Conditions, MyMedicalHub grants you a limited non-exclusive, non-transferable license to use any of the MyMedicalHub mobile applications and to access the Website or Portals via a single mobile device or computer that you own or control and to run such copies of the MyMedicalHub mobile applications solely for your own personal use.

You shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the MyMedicalHub mobile application in any way; (ii) modify or make derivative works based upon the Website or MyMedicalHub mobile application; (iii) create Internet "links" to the Website or "frame" or "mirror" the MyMedicalHub mobile application on any other server or wireless or Internet-based device; (iv) reverse engineer or access the MyMedicalHub mobile application in order to (a) design or build a competitive product or service, (b) design or build a product using similar ideas, features, functions or graphics of the Website or MyMedicalHub mobile application, or (c) copy any ideas, features, functions or graphics of the Website, Portals, or MyMedicalHub mobile application; or (v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Website or MyMedicalHub mobile application.

## Downloaded Mobile Sourced Application

With respect to any application accessed through or downloaded from any mobile or device application site or store (“Mobile Store Sourced Application”), you agree that you will use the Mobile Store Sourced Application only as permitted by the “Usage Rules” set forth in any applicable Mobile Store Terms of Service and these Terms of Service. With respect to any Mobile Store Sourced Application used with the MyMedicalHub Telehealth Service, you also agree to Section 15 of these Terms of Service. MyMedicalHub reserves all rights in and to the application not expressly granted to you under these Terms & Conditions. You acknowledge and agree that: (i) these Terms & Conditions are valid between you and MyMedicalHub only, and not the mobile application download site (the “Mobile Store”); and(ii) MyMedicalHub, not the Mobile Store, is solely responsible for the Mobile Store Sourced Application and content thereof. Your use of the Mobile Store Sourced Application must comply with the [Mobile Store Terms of Service](#). You acknowledge that the Mobile Store has no obligation whatsoever to furnish any maintenance and support services with respect to the Mobile Store Sourced Application. In the event of any failure of the Mobile Store Sourced Application to conform to any applicable warranty, you may notify the Mobile Store but the Mobile Store will have no warranty obligation whatsoever with respect to the Mobile Store Sourced Application. As between MyMedicalHub and the Mobile Store, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of MyMedicalHub. You acknowledge that, as between MyMedicalHub and the Mobile Store, the Mobile Store is not responsible for addressing any claims you have or any claims of any third party relating to the Mobile Store Sourced Application or your possession and use of the Mobile Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Mobile Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You acknowledge that, in the event of any third party claim that the Mobile Store Sourced Application or your possession and use of that Mobile Store Sourced Application infringes that third party’s intellectual property rights, as between MyMedicalHub and the Mobile Store, MyMedicalHub, not the Mobile Store, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. Without limiting any other provisions of these Terms & Conditions, you must comply with all applicable third party terms of agreement when using the Mobile Store Sourced Application.

## 14. Sample Documentation

MyMedicalHub hereby grants you a non-exclusive, non-transferable license to use MyMedicalHub’s content and libraries (“Content”) made accessible to you. The prices for such access, if any, are subject to change on notice as provided in these Terms of Service.

MyMedicalHub is providing any Content as an illustration only. *MyMedicalHub and its licensors, are not engaged in rendering professional services. Any medical, psychological, or other expert assistance that is required is for you to access through your relationship with a clinician(s). THE DOCUMENTATION, CONTENT, DATASETS AND ALL INFORMATION THEREIN ARE PROVIDED "AS IS" AND EXPRESS AND IMPLIED WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ANY PARTICULAR PURPOSE, OR QUALITY, ACCURACY, COMPLETENESS AND/OR SUITABILITY ARE DISCLAIMED. You agree that you may not resell, transfer, sublicense or use the Content as part of a hosted environment or in any way available to third parties.*

## 15. Telehealth Services

MyMedicalHub Telehealth is a portal for you to use remotely using video/media capabilities available using the internet and desktop or mobile devices. MyMedicalHub Telehealth is embedded in the MyMedicalHub Service. You may schedule appointments for telehealth through your clinician or as part of a MyMedicalHUB supported Service, should one be available.

### **Patient Responsibilities**

You understand and agree to the following prior to use of MyMedicalHub :

- MyMedicalHub Telehealth is NOT an Emergency Service and in the event of an emergency, you must use a phone to call 911 or your healthcare provider.
- Neither MyMedicalHub nor the Service provides any medical or healthcare services or advice including, but not limited to, emergency, diagnostic, or urgent medical services.
- You are responsible for your own healthcare needs and must seek care, medical advice, and professional services at your own discretion.
- You should not assume that You have access to any or all of the User Data in the Service, or that such information is current, accurate or up-to-date. MyMedicalHub is not responsible for your reliance or non-reliance on any information in the Service.

YOU ACKNOWLEDGE AND AGREE THAT MYMEDICALHUB IS SOLELY PROVIDING A TECHNOLOGY PLATFORM AND IS NOT PROVIDING MEDICAL ADVICE OR HEALTHCARE SERVICES. MYMEDICALHUB DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED – AND SHALL HAVE NO LIABILITY OR RESPONSIBILITY – IN CONNECTION WITH ANY HEALTHCARE SERVICES, MEDICAL ADVICE, PRESCRIPTIONS OR MEDICATION RECOMMENDATIONS DELIVERED THROUGH THE SERVICE.

You accept responsibility for yourself in the use of the Services. You acknowledge that your relationship for health care services is with your health care provider, and your obtaining services from the Healthcare Provider is solely at your own risk and you assume full responsibility for all risk associated therewith, to the extent permitted by law. By using the Service, you agree to not hold MyMedicalhub liable in any way for any malpractice or substandard treatment the Healthcare Provider may render.

We do not confirm the credentials of Healthcare Providers using our Services and do not validate that they are in good standing with their respective licensure board(s). It is your responsibility to separately confirm that a healthcare Provider is in good standing with his or her respective licensing board(s).

In most cases, MyMedicalHUB is a non-covered service. We make no representations regarding your ability to secure payment for MyMedicalHUB Services, such as through an employer sponsored Health Savings Account (HSA), commercial insurance plan, Medicare, or Medicaid, or any other similar health insurance plans or arrangements.

### **Telehealth User Data Restrictions**

You may not upload, store or share any User Data that violates these Terms of Service or for which you do not have all the rights necessary to grant us the license described above. Although we have no obligation to screen, edit or monitor User Data, we may delete or remove User Data at any time and for any reason.

### **Prohibited Conduct and Content**

You will not violate any applicable law, contract, intellectual property or other third-party right or commit a tort, and you are solely responsible for your conduct while accessing or using the MyMedicalHub Telehealth Service. Without limiting the foregoing, you will not:

- Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of the Service that you are not authorized to access; or
- Use the Service for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms of Service.
- You may only upload or otherwise share User Data that you have all necessary rights to disclose. You may not upload, store or share any User Data that:
  - Is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent;
  - Would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;

## 16.

- May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Contains any private or personal information of a third party without such third party's consent;

In addition, although we have no obligation to screen, edit or monitor User Data, we may delete or remove or suspend the use of User Data at any time and for any reason. By accessing or using the Service, you consent to the processing, transfer and storage of information about you in and to the United States and other countries, where you may not have the same rights and protections as you do under local law.

## 17. Intellectual Property Rights of Third Parties

You agree that you will not upload, publish, or submit to any part of the Service any User Data that is protected by Intellectual Property Rights or otherwise subject to proprietary rights, including trade secret or privacy rights, unless you are the owner of such rights or have permission from the rightful owner to upload or submit the User Data and to grant MyMedicalHub all of the license rights granted in this Agreement. You agree that MyMedicalHub will have no liability for, and you agree to defend, indemnify, and hold MyMedicalHub harmless for, any claims, losses or damages arising out of or in connection with your use of your User Data.

## 18. Prohibited Conduct While Using the Service

You agree that you will not:

- Post, display or transmit Data, User Data, or Transaction Data, including the unauthorized use of any payment method, that violates any law, regulation or rule, or the rights of any third party including without limitation Intellectual Property Rights;
- Impersonate any person or entity without their consent, or otherwise misrepresent your affiliation;
- Post or transmit viruses, Trojan horses, worms, spyware, time bombs, cancelbots, or other computer programming routines that may harm the Service or interests or rights of other users, or that may harvest or collect any data or personal information about other users without their consent;
- Engage in malicious, disruptive or other conduct that impedes or interferes with other Users' normal use of the Service; or
- Attempt to gain unauthorized access to any other User's Account, password or User Data, or allow more than one person to use your Account.

## 19. Violation of Terms of Service.

Any violation by you of the terms of these Terms of Service may result in immediate suspension or termination of your Account without any refund or other compensation.

## 20. Releases

You agree not to hold MyMedicalHub liable for the Content, actions, or inactions of you or other Users of the Service or of other third parties. As a condition of access to the Service, you release MyMedicalHub (and its officers, directors, shareholders, agents, subsidiaries, and employees) from claims, demands, losses, liabilities and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have or claim to have with one or more other users of the Service or with other third parties, including whether or not MyMedicalHub becomes involved in any resolution or attempted resolution of the dispute. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

## 21. Disclaimer of Other Express and Implied Warranties.

MYMEDICALHUB WARRANTS THAT DURING THE TERM OF THIS AGREEMENT, THE SOFTWARE AND THE SERVICES WILL FUNCTION IN SUBSTANTIAL CONFORMANCE TO THE SPECIFICATIONS SET FORTH ON THE WEBSITE OR PORTAL. MYMEDICALHUB PROVIDES THE SERVICE, INCLUDING WITHOUT LIMITATION THE SOFTWARE, THE WEBSITES, PORTALS, THE SERVERS, AND YOUR ACCOUNT, STRICTLY ON AN "AS IS" BASIS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO VALUE, EITHER EXPRESS OR IMPLIED, IS GUARANTEED OR WARRANTED WITH RESPECT TO ANY CONTENT. NOTWITHSTANDING ANY INTELLECTUAL PROPERTY RIGHTS YOU MAY HAVE IN YOUR USER DATA OR ANY EXPENDITURE ON YOUR PART, MYMEDICALHUB AND YOU EXPRESSLY DISCLAIM ANY COMPENSABLE VALUE RELATING TO OR ATTRIBUTABLE TO ANY DATA RELATING TO YOUR ACCOUNT RESIDING ON MYMEDICALHUB' SERVERS. YOU ASSUME ALL RISK OF LOSS FROM USING THE SERVICE ON THIS BASIS. MyMedicalHub does not ensure continuous, error-free, secure or

virus-free operation of the Service, the Software, the Websites, the Servers, or your Account, and you understand that you shall not be entitled to refunds or other compensation based on MyMedicalHub's failure to provide any of the foregoing other than as explicitly provided in this Agreement. Some jurisdictions do not allow the disclaimer of implied warranties, and to that extent, the foregoing disclaimer may not apply to you.

## 22. Limitation of Liability.

IN NO EVENT SHALL MYMEDICALHUB OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, SUBSIDIARIES, AGENTS OR LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES OR DISGORGEMENT OR COMPARABLE EQUITABLE REMEDY, INCLUDING WITHOUT LIMITATION ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) OUT OF OR IN CONNECTION WITH THE SERVICE (INCLUDING ITS MODIFICATION OR TERMINATION), THE MYMEDICALHUB SOFTWARE, THE WEBSITES, PORTALS, THE SERVERS, YOUR ACCOUNT (INCLUDING ITS TERMINATION OR SUSPENSION) OR THIS AGREEMENT, WHETHER OR NOT MYMEDICALHUB MAY HAVE BEEN ADVISED THAT ANY SUCH DAMAGES MIGHT OR COULD OCCUR AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT WILL MYMEDICALHUB'S CUMULATIVE LIABILITY TO YOU EXCEED THE GREATER OF ONE HUNDRED FIFTY DOLLARS (U.S. \$150.00). Some jurisdictions do not allow the foregoing limitations of liability, so to the extent that any such limitation is found to be impermissible, such limitation may not apply to you.

## 23. Indemnification

At MyMedicalHub's request, you agree to defend, indemnify and hold harmless MyMedicalHub, its officers, directors, shareholders, employees, subsidiaries, and agents from all damages, liabilities, claims and expenses, including without limitation reasonable attorneys' fees and costs, arising from: (i) any breach or alleged breach by you of these Terms of Service, including without limitation your representations and warranties relating to your data, User Data; (ii) use of the MyMedicalHub Telehealth Service, or (iii) your acts, omissions or use of the Service, including without limitation your negligent, willful or illegal conduct. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

## 24. Legal Relationship Between You and MyMedicalHub; No Third Party Beneficiaries

You acknowledge that your participation in the Service, including your creation or uploading of Content in the Service, does not make you a MyMedicalHub employee and that you do not expect to be, and will not be, compensated by MyMedicalHub for such activities, and you will make no claim inconsistent with these acknowledgements. In addition, no agency, partnership, joint venture, franchise relationship is intended or created by this Agreement. There are no third party beneficiaries, intended or implied, under this Agreement.

## 25. Suspension and Termination of Accounts

You may terminate your Account at any time for any reason on 30 days advanced notice. Subject to MyMedicalHub's obligations pursuant to Section 8, in such event, MyMedicalHub shall have no further obligation or liability to you under this Agreement or otherwise. You may not suspend your own Account. If you suspend your Account, then the Account will be deemed terminated (See Sections 8 and 25 herein, regarding deletion of your User Data on termination). In addition, MyMedicalHub may suspend or terminate your Account, without notice, for breach if you violate this Agreement, or any terms regarding payment of required fees and charges due under this Agreement. MyMedicalHub may, at its sole discretion, provide You a grace period prior to termination, in the event of a breach or your failure to pay fees and charges, without waiving its rights hereunder to terminate immediately upon such events. We may suspend or terminate your Account if we determine in our discretion that such action is necessary or advisable to comply with legal requirements or protect the rights or interests of MyMedicalHub or any third party. In such event, you will not be entitled to compensation for such suspension or termination, and you acknowledge MyMedicalHub will have no liability to you in connection with such suspension or termination.

## 26. Termination of Licenses Upon Termination of Account

Upon termination of your Account, all licenses granted by MyMedicalHub to use the Website, Portals, Software, and the Service will automatically terminate, and all User Data in your Account will be retained no more than thirty (30) days after termination or expiration of your Account or this Agreement, and deleted on expiration of such thirty (30) day timeframe. You are responsible for exporting all account data and ensuring the secure preservation of Protected Health Information for your clients pursuant to federal and state law, and ethical requirements. During the time frame beginning on termination or expiration of your Account, your access to the Service will be limited to downloading your User Data.



## 27. Liability for Unpaid Fees Upon Termination of Account

Upon termination by You or by MyMedicalHub of your Account, you will not receive any refund of any amounts previously paid and you will remain liable for any charges incurred or unpaid amounts owed by you to MyMedicalHub.

## 28. Survival of Terms After Termination

The following terms will survive any termination of this Agreement: Sections 8, 10, 13(A) and (C), 16 and 19 through 36. You will not be entitled to any refund on termination or expiration of the Agreement.

## 29. Dispute Resolution

In the event of a Dispute between you and MyMedicalHub (including any dispute over the validity, enforceability, or scope of this dispute resolution provision), other than with respect to claims for injunctive relief, the Dispute will be resolved by binding arbitration pursuant to the rules of the American Arbitration Association Commercial Arbitration Rules. The place of the arbitration shall be in Tampa, FL. In the event that there is any Dispute between you and MyMedicalHub that is determined not to be subject to arbitration pursuant to the preceding sentence, you agree to submit in that event to the exclusive jurisdiction and venue of the state and federal courts located in the City and County of Hillsborough, Tampa, FL. You agree that this Agreement and the relationship between you and MyMedicalHub shall be governed by the Federal Arbitration Act and the laws of the State of Florida without regard to conflict of law principles or the United Nations Convention on the International Sale of Goods. Notwithstanding this, either party shall still be allowed to apply for injunctive or other equitable relief to protect or enforce that party's Intellectual Property Rights in any court of competent jurisdiction where the other party resides or has its principal place of business.

### **Class Action Waiver**

Any proceedings to resolve or litigate any Dispute in any forum will be conducted solely on an individual basis. Class arbitrations, class actions, private attorney general actions, consolidation of your Dispute with other arbitrations, or any other proceeding in which either party acts or proposes to act in a representative capacity or as a private attorney general are

not permitted and are waived by you, and an arbitrator will have no jurisdiction to hear such claims. If a court or arbitrator finds that the class action waiver in this section is unenforceable as to all or some parts of a Dispute, then the class action waiver will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of this Dispute resolution section is found to be illegal or unenforceable, that provision will be severed with the remainder of this section remaining in full force and effect.

## 30. Disclaimer of Warranties as to Use Outside of the United States

MyMedicalHub is a United States-based service. We make no representation that any aspect of the Service is appropriate or available for use outside of the United States or may be used for persons who are not citizens of the United States or residents of other countries. Those who access the Service from other locations are responsible for compliance with applicable local laws. The Software is subject to applicable export laws and restrictions.

## 31. Assignment of Agreement and Account

You may not assign this Agreement or your Account without our prior written consent. You may not transfer or sublicense any licenses granted by MyMedicalHub in this Agreement without our [prior written consent](#). We may assign this Agreement, in whole or in part, and all related rights, licenses, benefits and obligations, without restriction, including the right to sublicense any rights and licenses under this Agreement without your consent.

## 32. Integration, Interpretation of Section Headings and Severability

The agreements, understandings and policies referenced in this Agreement sets forth the entire agreement and understanding between you and MyMedicalHub with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings. MyMedicalHub reserves the right to modify this Agreement and Terms of Service at any time upon notification to you as provided in Section 32. If any future change is unacceptable to you, you should discontinue using the Service. Your continued use of the Service will always indicate your acceptance of this agreement and any changes to it.

You acknowledge that no other written, oral or electronic communications will serve to modify or supplement this Agreement, and you agree not to make any claims inconsistent with this understanding or in reliance on communications not part of this Agreement. The section headings used herein, including descriptive summary sentences at the start of each section, are for convenience only and shall not affect the interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be unlawful, void, or unenforceable, then in such jurisdiction that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of the remaining provisions.

### 33. Notices

MyMedicalHub may provide notice to you and obtain consent from you (1) through your Portal, (2) by electronic mail at the electronic mail address associated with your Account; and/or (3) by written mail communication to you at the address associated with your Account. You must submit all notices required or permitted under this Agreement to My Medical Hub Corporation, c/o Compliance Manager, 1102 South Bayshore Boulevard Safety Harbor, FL 34695.

### 34. No Responsibility for Acts or Omissions of Third Party Service Providers

MyMedicalHub may refer names of certain third party service providers (“Service Providers”) to you upon your request or in connection with the Service. Any Service Providers referred to you by MyMedicalHub are not owned or controlled by MyMedicalHub. You agree that MyMedicalHub is not responsible or liable in any way for the acts or omissions of any Service Providers, including, without limitation, any negligent, willful or illegal conduct. You further agree to conduct your own investigation and due diligence regarding any Service Providers referred to you by MyMedicalHub. You agree to defend, indemnify and hold harmless MyMedicalHub from all damages, liabilities, claims, expenses and losses relating to the referral of Service Providers to you.

### 35. Transfer of User Data and Account Ownership

You agree that you are responsible for the provision of access to User Data. Requests for transfer of the Account Owner role, either by the Account Owner or by an individual legally designated to assume Ownership, must be initiated by you by emailing [info@MyMedicalHub.com](mailto:info@MyMedicalHub.com). You agree that User Data that is PHI may only be accessed by or transferred to an appropriate party, pursuant to HIPAA rules and applicable state regulations.