

Terms and Conditions of Use

These Terms and Conditions of Use (these “**Terms**”) are entered into by [USAP Continuum Partners of Florida, Inc.] (“USAP”, “we” or “us”) and you as a user (“you” or “your”) of this website and any websites, apps, services or content controlled by USAP that includes, displays, attaches, links to, or references these Terms, including, without limitation, all, content, features and functionality available through such websites, apps or services (the “**Site**”). These Terms cover the uses for this Site, although additional conditions, restrictions and policies, including the Privacy Policy and the Notice of Privacy Practices posted or referenced on the Site may also apply.

You acknowledge and agree that the following terms, conditions, guidelines, covenants, and notices set forth herein shall govern your access and use of the Site.

PLEASE READ THESE TERMS CAREFULLY BEFORE YOU BEGIN USING THE SITE. BY ACCESSING OR USING THE SITE IN ANY WAY, INCLUDING WITHOUT LIMITATION, BROWSING THE SITE, USING ANY INFORMATION, AND/OR SUBMITTING ANY CONTENT OR PERSONAL INFORMATION VIA THE SITE, YOU AGREE TO AND ARE LEGALLY BOUND BY THESE TERMS, INCLUDING DISCLAIMERS OF WARRANTIES, DAMAGE, REMEDY EXCLUSIONS AND LIMITATIONS, BINDING ARBITRATION, AND A CHOICE OF NEW YORK LAW, AND YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO OUR PRIVACY POLICY. THE ARBITRATION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION, AND A JURY WAIVER.

NOTWITHSTANDING THE FOREGOING, USAP ACKNOWLEDGES AND AGREES THAT YOUR ACCEPTANCE OF THESE TERMS IS MADE IN YOUR PERSONAL CAPACITY AS AN INDIVIDUAL AND NOT ON BEHALF OF ANY OTHER ENTITY. THESE TERMS SHALL NOT APPLY IN THE EVENT OF A CONFLICT WITH ANY MASTER SERVICE AGREEMENT OR OTHER AGREEMENT IN PLACE WITH SUCH AN ENTITY. BY AGREEING TO THESE TERMS, YOU REPRESENT AND WARRANT TO US THAT: (A) YOU ARE AT LEAST 18 YEARS OF AGE, AND (B) YOUR USE OF THE SITE IS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS IN YOUR LOCAL JURISDICTION

[NO MEDICAL ADVICE

The services and content available through this Site should not be considered, or used as a substitute for, medical advice, diagnosis or treatment. This Site and its services and content do not constitute the practice of any medical, nursing, or other professional health care advice, diagnosis, or treatment. You should always talk to your health care provider for advice, diagnosis and treatment. None of the services and content available through this Site represents or warrants that any particular service or product is safe, appropriate, or effective for you. We advise users to always seek the advice of a physician or other qualified health care provider with any questions regarding personal health or medical conditions. Notifications sent via the Site may contain limited health information. It is your responsibility to secure your devices and communication channels.]

[IF YOU HAVE OR SUSPECT THAT YOU HAVE A MEDICAL PROBLEM OR CONDITION, PLEASE CONTACT A QUALIFIED HEALTH CARE PROFESSIONAL IMMEDIATELY. IF YOU ARE IN THE

UNITED STATES AND ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE CALL 911 OR CALL FOR EMERGENCY MEDICAL HELP ON THE NEAREST TELEPHONE.]

We may modify these terms and conditions at any time, and such modifications shall be effective immediately upon posting the modified terms and conditions on the Site. You agree to review the Site periodically to be aware of such modifications, and your accessing or using the services and content available through the Site constitutes your acceptance of these Terms as it appears at the time of your access or use.

1. GENERAL RULES AND DEFINITIONS

1.1. If you choose to access or otherwise use USAP Sites and/or any of the features of these Sites, you will be agreeing to abide by all of the terms and conditions of these Terms between you and USAP. If you do not agree with any part of these Terms, you must not use the Site.

1.2. We reserve the right to change, add, or remove portions of these Terms at any time, with or without notice to you, and which shall become effective immediately upon posting. It is your responsibility to review these Terms prior to each use of the Site and by continuing to use this Site, you agree to any changes.

1.3 YOUR CONTINUED USE OF THE SITE NOW, OR FOLLOWING THE POSTING OF NOTICE OF ANY CHANGES TO THESE TERMS, WILL INDICATE ACCEPTANCE BY YOU OF SUCH RULES, CHANGES, OR MODIFICATIONS. IF ANY OF THESE RULES OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, YOU MUST IMMEDIATELY STOP USING THE SITE.

1.4 We may change, suspend or discontinue any aspect of the Site at any time, including the availability of any Site feature, database, or content. We may also impose limits on certain features and services or restrict your access to parts or all of the Site without notice or liability.

2. ACCESS AND USE OF THE SITE

2.1 The Site is for your personal, noncommercial use. Except as otherwise provided by a third party, all trademarks, service marks, trade names, and logos (collectively, "Trademarks") used and displayed on the Site are registered and unregistered Trademarks of USAP and/or its licensors. You acknowledge that the Trademarks used and displayed on the Site are and shall remain the sole property of USAP and/or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are Trademarks and/or trade dress of USAP and/or its licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of USAP and/or its licensors. The Site contains copyrighted material, Trademarks, trade dress, and other proprietary content (including, but not limited to text, software, applications, sound, news articles, photographs, images, illustrations, audio clips and video clips and including the entire selection, coordination, arrangement, and "look and feel" of the Site, also known as the "Content") are protected by copyright, and owned or controlled by USAP or the party credited as the provider of the Content. You shall abide by all additional copyright notices, information, or restrictions contained in any Content accessed through the Site. Neither these Terms nor your use of the Site transfers any right, title, or interest in the Site or the Content to you. USAP and its third-party licensors (including without limitation, the Associated Press) retain all of our and their respective right, title, and interest to the Site and Content. Any rights not expressly granted herein are reserved. The misuse of the Trademarks displayed on the Site, or any other Content on the Site, is strictly prohibited.

2.2 Subject to these Terms, we grant to you, for your personal, non-commercial use only, a non-exclusive, limited, non-transferable, and revocable license to access and use the Site. Permission is granted to download the Content for your use only and only for the purposes for which we provided you access to the Site, provided you do not delete, modify, overwrite, hack, or attempt to change or alter any of the Content and that you retain all copyright notices and other proprietary notices contained in the Content, as applicable.

2.3 [The Site is not a licensed medical service provider, and any information provided by us should not be interpreted as medical advice or construed to form a physician-patient relationship. Be sure to talk to your doctor, and don't use the Site if you're having a medical emergency. IF YOU THINK YOU ARE HAVING A MEDICAL EMERGENCY, CALL 911 OR SEEK IMMEDIATE MEDICAL ATTENTION.]

2.4 [We allow you to access certain clinical partners through the Site. The clinical partner is solely responsible for medical advice, diagnosis, and treatment and that the Site is only a technology platform. The Site only provide access to such clinical partners, and we do not control the practice of medicine of any clinical partners. By accepting these Terms, you acknowledge that the Site is not a healthcare provider, and has not entered into a patient-clinician relationship with you. While you may gain access to these clinical providers through our platform, any medical or pharmacy decisions, advice or services are solely provided by those independent clinical partners. While we may facilitate communications with these clinical partners through our platform, it is solely your responsibility and the responsibility of the independent clinical partners to monitor and respond to those communications.]

3. RESTRICTIONS ON USE

3.1 You shall not upload to, or distribute or otherwise publish, republish, display, copy, reproduce, download, transmit, license, sell, create derivative works from, transfer, or otherwise exploit any Content or information from the Site, in whole or in part, without the express written permission of USAP. You may not "mirror" any Content or information from the Site on any other server without prior written permission from USAP. Any unauthorized use of any Content contained on the Site may violate copyright laws, trademark laws, the laws or privacy and publicity, and communications regulations and statutes. You also agree not to permit or to encourage any third party to do any of the same.

3.2 In addition, you shall not (and shall not allow or encourage any person to):

- delete, modify, hack, or attempt to change or alter any of the Content on the Site;
- remove, delete, alter, or obscure any Trademarks, or otherwise remove or modify any copyright or other intellectual property or proprietary rights notices from the Site or any Content;
- reverse engineer, disassemble, decompile, or decode the Site or any Content therein, in whole or in part;
- use or attempt to use any "deep-link," "scraper," "robot," "bot," "spider," "data mining," "computer code" or any other automated device, program, tool, algorithm, process or methodology, or manual process having similar processes or functionality, to access, acquire, copy, or monitor any portion of the Site or Content thereon;
- replicate, reproduce, copy, or distribute Content from the Site, or any USAP Trademarks, in violation of these Terms;

- post on or transmit through the Site any material or content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, or otherwise objectionable;
- use any device, software, or routine to interfere or attempt to interfere with the proper working of the Site or servers or networks connected to the Site, or take any other action that interferes with administration, security, and/or operation of the Site or other parties' use of the Site;
- attempt to access computer systems or networks connected to any of our servers or to the Site, through hacking or any other means;
- take any action that imposes an unreasonable or disproportionately large load on USAP' infrastructure;
- disseminate, store, upload, or transmit files that contain viruses, Trojan horses, worms, time bombs, corrupted files, or any malicious code or program that may damage the operation of another's computer or the property of another;
- publish, post, or otherwise communicate false information, inaccurate information, or information of another person for which you are not authorized to provide; or
- engage in any other activity deemed by USAP to be in conflict with the spirit or intent of these Terms.

3.3 Be courteous. You agree that you will not threaten or verbally abuse other users, use defamatory language, or deliberately disrupt discussions with repetitive messages, meaningless messages or "spam."

3.4 Use respectful language. Like any community, the online conversation flourishes only when our users feel welcome and safe. You agree not to use language that abuses or discriminates on the basis of race, religion, nationality, gender, sexual preference, age, region, disability, etc. Hate speech of any kind is grounds for immediate and permanent suspension of access to all or part of the Site.

3.5 Debate, but don't attack. In a community full of opinions and preferences, people always disagree. USAP encourages active discussions and welcomes heated debate on the Site, but personal attacks are a direct violation of these Terms and are grounds for immediate and permanent suspension of access to all or part of the Site.

3.6 The Site shall be used only in a noncommercial manner. You shall not, without the express approval of USAP, distribute or otherwise publish any material containing any solicitation of funds, advertising, or solicitation for goods or services.

4. LINKED SITES

4.1 The Site may contain links to other websites on the World Wide Web Internet including sites, resources, and advertisers ("Linked Sites"). Since we are not responsible for the availability of these outside resources, or their contents, you should direct any concerns regarding any external link to the site administrator or Webmaster of such Linked Site. When you leave the Site, you do so at your own risk. All Linked Sites are provided only because they may be of interest to users of the Site or offer a service for your convenience. The fact that we offer such links should not be construed in any way as an endorsement, authorization, or sponsorship of that Linked Site or its content, products, or services.

4.2 You acknowledge and agree that USAP has no responsibility for the accuracy or reliability of information provided by the Linked Sites. USAP does not author, edit, or monitor these Linked Sites. You should refer to the separate terms of use, privacy policies, and other rules posted on a Linked Site before

you use them. You acknowledge that we shall not be responsible or liable for any damage or loss caused or alleged to be caused by, or in connection with, your reliance on any information, any good, any service, or any other material provided through a Linked Site. You bear all risk associated with the use of the Linked Sites, third party services, and your correspondence or business dealings with advertisers other than us found on or through the Site. We reserve the right to terminate such links at any time.

4.3 YOU AGREE THAT USAP WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, APPLICATION, INFORMATION, RESOURCES, AND/OR CONTENT AVAILABLE ON OR THROUGH ANY LINKED SITES OR ANY THIRD-PARTY SERVICES AND/OR ANY THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY. YOU ACKNOWLEDGE AND AGREE THAT USAP HAS NO RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF INFORMATION PROVIDED BY LINKED SITES OR THIRD-PARTY SERVICES. Any reference in the Site to any product, service, publication, institution, organization of any third-party entity, or individual does not constitute or imply USAP' endorsement or recommendation.

5. REPRESENTATIONS, WARRANTIES, AND INDEMNITIES

5.1 You represent, warrant and covenant (a) that no materials of any kind submitted through your use of the Site will (i) violate, plagiarize, or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights; or (ii) contain libelous or otherwise unlawful material; and (b) that you are at least eighteen (18) years old.

5.2 You hereby indemnify, hold harmless, and at our option defend USAP and all our officers, directors, owners, agents, information providers, affiliates, employees, subcontractors, successors, assignees, suppliers, licensors and licensees (collectively, the "Indemnified Parties") from and against any and all liability and costs, including, without limitation, reasonable attorneys' fees, incurred by or brought against the Indemnified Parties in connection with any claim arising out of, related to, caused by, in whole or in part by, your use of the Site, our Content, the violation of any rights of a third party, or your violation of the Terms or any of the foregoing representations, warranties and covenants, and you covenant not to sue USAP for any injuries to you or your property arising out of or relating to your use of the Site. You shall cooperate as fully as reasonably required in the defense of any such claim. USAP reserves the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

6. DISCLAIMER AND LIMITATION OF LIABILITY

6.1 USAP does not represent or endorse the accuracy or reliability of any Content, any advice, opinion, statement, or other information displayed, uploaded, or distributed through the Site by any user, information provider or any other person or entity. You acknowledge that any reliance upon any such Content, opinion, advice, statement, memorandum, or information shall be at your sole risk. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SITE IS PROVIDED "AS-AVAILABLE," AND "WITH ALL FAULTS" AND USAP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION OF THE SITE, CONTENT, INFORMATION, OR OTHER MATERIALS INCLUDED ON THE SITE. USAP DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION,

WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND SECURITY AND ACCURACY, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THESE TERMS.

6.2 YOU AGREE THAT YOUR USE OF THE SITE SHALL BE AT YOUR SOLE RISK. USAP DOES NOT REPRESENT OR WARRANT THAT THE CONTENT, OR INFORMATION ACCESSIBLE VIA THE SITE IS ACCURATE, COMPLETE, OR CURRENT. WE SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY OR LOSS ARISING OUT OF ANY ACTION TAKEN IN RELIANCE ON THE SITE AND/OR ANY CONTENT PROVIDED ON THE SITE. YOU UNDERSTAND AND AGREE THAT ANY CONTENT AND/OR DATA ACCESSED, DOWNLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS USED AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, MATERIAL AND/OR DATA. USAP DOES NOT WARRANT THAT THE SITE OR ANY CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES.

6.3 USAP DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY DEFECTS IN THE SITE WILL BE CORRECTED. IN ADDITION, THE SITE MAY BE TEMPORARILY UNAVAILABLE FROM TIME TO TIME FOR MAINTENANCE OR OTHER REASONS. USAP DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE OPERATION OF THE SITE OR ANY OTHER LINKED SITES.

6.4 Please note that some jurisdictions may not allow the exclusion of implied warranties and conditions, so some of the above exclusions may not apply to you but shall apply to the maximum extent permitted by applicable law.

6.5 YOUR USE OF ANY CONTENT, INFORMATION OR MATERIALS ON THE SITE IS ENTIRELY AT YOUR OWN RISK, FOR WHICH WE SHALL NOT BE LIABLE. IT SHALL BE YOUR OWN RESPONSIBILITY TO ENSURE THAT ANY PRODUCTS, SERVICES, CONTENT OR INFORMATION AVAILABLE THROUGH THE SITE MEET YOUR SPECIFIC REQUIREMENTS. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL USAP, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY CONTENT ON THE SITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF USAP EXCEED ONE-HUNDRED U.S. DOLLARS (USD \$100.00). IF YOU ARE A RESIDENT OF NEW JERSEY, TO

THE EXTENT NEW JERSEY LAW PROHIBITS THE LIMITATIONS AND/OR EXCLUSIONS OF LIABILITY SET FORTH IN THESE TERMS, SUCH LIMITATIONS AND/OR EXCLUSIONS SHALL NOT APPLY TO YOU.

7. FEES AND PAYMENTS

We reserve the right at any time to charge fees for access to portions of the Site or the Site as a whole. However, in no event will you be charged for access to the Site unless we obtain your prior agreement to pay such charges. Thus, if at any time we require a fee for portions of the Site that are now free, we will give you advance notice of such fees. To the extent applicable, you may cancel your account at any time. All new fees, if any, will be posted prominently on the Site and in other appropriate locations on the Site. You shall pay all fees and charges incurred through your account at the rates in effect for the billing period in which such fees and charges are incurred, including, but not limited to charges for any digital products or services offered for sale through the Site by us or by any other vendor or service provider. All fees and charges shall be billed to and paid for by you. You shall pay all applicable taxes relating to use of the Site through your account.

8. COMMUNICATIONS BETWEEN USAP AND USERS; PRIVACY

8.1 If you indicate that you want to receive such information, we, our owners and assigns, will allow certain third-party vendors to provide you with information about products and services.

8.2 USAP reserves the right to send electronic mail to you for the purpose of informing you of changes or additions to the Site. In addition, USAP may contact you via e-mail regarding your participation in user surveys, asking for feedback on the Site or prospective products and services. This information will be used to improve the Site and better understand our users, and any information we obtain in such surveys will not be shared with third parties, except in aggregate form and otherwise as permitted in our Privacy Policy.

8.3 USAP will treat any information it collects or receives from you through the Site in accordance with its online Privacy Policy (the "Privacy Policy"), which is incorporated herein by reference. Please review the Privacy Policy before you use the Site. If you are unwilling to accept the terms and conditions of the Privacy Policy, please do not use the Site.

9. FEEDBACK

We welcome your feedback on the performance of the Site. By submitting any information, suggestions, enhancement notations, comments, or ideas and other feedback to USAP with respect to the Site (collectively, "Feedback"); you hereby agree that such Feedback shall not be subject to any obligation of confidentiality on USAP's part and USAP shall not be liable for any use or disclosure of any Feedback. USAP shall own all rights and interests related to Feedback (including without limitation all intellectual property rights therein) and shall be entitled to use any Feedback without restriction for any purposes whatsoever, commercial or otherwise, without compensation to you.

10. SOFTWARE LICENSES

To the extent applicable, you shall have no rights to any proprietary software and related documentation, or any enhancements or modifications thereto, provided to you in order to access the certain Site features or Content (collectively, "Software"). You may not sublicense, assign or transfer any licenses granted by

USAP, and any attempt at such sublicense, assignment or transfer shall be null and void. You may make one copy of such Software for archival purposes only. You may not otherwise copy, distribute, modify, reverse engineer, or create derivative works from Software.

11. ARTIFICIAL INTELLIGENCE

Certain Site features may generate or analyze content through the use of artificial intelligence enabled or enhanced technologies including without limitation, self-improving language and content models, machine learning software and algorithms, training improvement models, image recognition and categorization, and/or other functionalities as applicable. Any results, analyses, or summaries generated by such features may be derived from the reports, images, records, content, and other material that has been furnished by the user.

Artificial intelligence enabled or enhanced mechanisms remain subject to ongoing evolution and refinement. USAP remains committed to constantly improving the Site to increase accuracy, reliability, and safety. Artificial intelligence technologies and functionalities remain dynamic in nature, as such, use of the features or Content that include such technologies may provide results or analyses to a user that do not accurately reflect details concerning applicable people, places, or facts. User's reliance upon any information obtained or used by user from the Site is solely at User's own risk. USAP is not responsible for the accuracy of any information or content provided to or sent by user. User is responsible for verifying the accuracy of any information, data, or records that user sends or receives through the Site.

When you use artificial intelligence enabled or enhanced functions or Content, you acknowledge and agree that:

- Any results, outputs, or analyses from such functions may not always be 100% accurate. You should not rely on any such results, outputs, or analyses as a source of truth or 100% factual information, or as a substitute for professional advice or your own judgment.
- You must evaluate results, outputs, and analyses for accuracy, appropriateness, and relevancy before using or sharing any results, outputs, and/or analyses that may derive from artificial intelligence enhanced or enabled Website.

WE EXPRESSLY DISCLAIM ALL LIABILITY IN RESPECT OF ACTIONS TAKEN OR NOT TAKEN BASED ON ANY ARTIFICIAL INTELLIGENCE ENABLED OR ENHANCED FUNCTIONS OR THE CONTENTS OF THE RESULTS, OUTPUTS, OR ANALYSES PREPARED IN CONNECTION THEREWITH. USAP IS NOT ENGAGED IN A COMPREHENSIVE INDEPENDENT REVIEW OF THE SUBSTANCE OR ADEQUACY OF ANY RESULTS, OUTPUTS, OR ANALYSES THAT MAY BE GENERATED OR DERIVED IN CONNECTION WITH ARTIFICIAL INTELLIGENCE ENHANCED OR ENABLED FUNCTIONS OF THE SITE.

12. TERMINATION

We may in our sole discretion terminate or suspend your access to all or part of the Site for any reason, including, without limitation, breach, or assignment of these Terms.

13. DISPUTE RESOLUTION

You agree that any dispute arising out of or relating in any way to your use of the Site requires that the claim be resolved exclusively by confidential binding arbitration except that, to the extent you have in any manner violated or threatened to violate the Content and any intellectual property rights therein, USAP may seek injunctive or other appropriate relief. The arbitration shall be conducted before three neutral arbitrators in the State of New York, U.S.A., in accordance with the rules of the American Arbitration Association (“AAA”), as then in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys’ fees without regard to which party is deemed the prevailing party in the arbitration proceeding. Except for punitive and consequential damages (which may not be awarded), and subject to these Terms, the arbitrators shall be authorized to award either party any provisional or equitable remedy permitted by applicable law. The parties shall equally share all AAA charges and fees associated with the arbitration.

BECAUSE THE USE OF THE SITE REQUIRES THE ARBITRATION OF ANY CLAIMS OR DISPUTES EXISTING BETWEEN THE PARTIES, NEITHER PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATORS’ DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF SUCH PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

The award of the arbitrators may be enforced in any court having jurisdiction thereof. Each party consents (a) to the non-exclusive jurisdiction of the courts of the State of New York, or to any federal court located within the State of New York in New York County for any action (i) to compel arbitration, (ii) to enforce any award of the arbitrators, or (iii) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim, or provisional equitable remedies, and (b) to service of process in any action by registered mail or any other means provided by law. Should this Section 13 be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties agree that exclusive jurisdiction and venue for any claims will be in the state or federal courts having jurisdiction over the State of New York. Each party waives any objections based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above.

14. MODIFICATIONS OF THESE TERMS

As mentioned above, we may make changes to these Terms from time to time. We will post updates and changes to the Site and the date that these Terms were last revised is identified at the top of the page. You are responsible for ensuring that you periodically visit the Site and these Terms to check for any changes that may impact you, and if you do not accept such amendments, you must cease using the Site. Your continued use of the Site after we have made updates to the Terms is considered your acceptance of those updates. For clarity, all updates are effective immediately when posted.

15. TYPOGRAPHICAL ERRORS AND CONTENT DISCLAIMER

Although we attempt to ensure the integrity and accurateness of the Site, we make no claim, representation, or warranty as to the accuracy, reliability, or suitability of the information contained within the Site, including, but not limited to, the Content and any other information contained in any text, documents, graphics, and other elements. The Content may contain technical errors, typographical errors, errors made

or perpetuated by third parties, or other forms of error. The Content may be changed without notice and is not guaranteed to be complete, correct, timely, current or up-to-date. Similar to any printed materials, the Content may become out-of-date. We undertake no obligation to update any Content on the Site. We reserve the right in our sole discretion to make alterations or deletions to the Content at any time without notice. We reserve the right in our sole discretion to edit or remove any documents, information or other content appearing on the Site at any time without notice.

16. SEVERABILITY AND WAIVER

If a court of competent jurisdiction rules that a provision of these Terms is invalid, such provision shall be ineffective only to the extent of such invalidity, and the parties agree that the court or arbitrator should give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect. No waiver by us of any term or condition set forth herein shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Our failure to act with respect to a breach by any visitor using the Site does not constitute a waiver of its right to act with respect to subsequent or similar breaches.

17. GOVERNING LAW AND JURISDICTION

These Terms shall be construed and governed under the laws of the United States and State of New York (without regard to rules governing conflicts of laws provisions). You agree that venue for all actions, arising out of or relating in any way to your use of our Site, shall be in federal or state court of competent jurisdiction located in New York County, New York. You agree that any claim or cause of action arising out of your use of the Site or this Privacy Policy must be filed within one (1) year after such claim or cause of action arises or accrues or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Each party waives any objections based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above.

CONTACT INFORMATION

If you have any questions about these Terms, the practices of USAP, or your dealings with the Site, please contact us at: E-mail: support@healthepath.com

Last Updated: August 2025