

# Terms of Service

**Last updated: March 16, 2023**

These Terms of Service (the “**Terms**”) govern the agreement between Premium Health OC Inc. (hereinafter, the “**Premium Health**,” “**us**,” or “**we**” or words of similar import) and you (alternatively, a “**User**”) regarding your use of [www.premiumhealth.us](http://www.premiumhealth.us) and any other Premium Health related websites (collectively, the “**Website**”) and any of Premium Health’s applications, online services, mobile applications, application programming interfaces (APIs) and any other related services (together with the Website, the “**Services**”). If you are using the Services on behalf of another individual as that individual’s parent or legal guardian, then you are agreeing to be bound by these Terms on behalf of that individual. As between you and us, the Services are owned and operated or offered by Premium Health.

Use of the Services is also governed by our privacy policy, the current version of which can be found at [www.premiumhealth.us/privacy-policy/](http://www.premiumhealth.us/privacy-policy/) (the “**Privacy Policy**”), which is incorporated herein by reference.

IMPORTANT – PLEASE READ CAREFULLY – THESE TERMS CREATE A LEGALLY BINDING AGREEMENT WHICH GOVERNS YOUR USE OF THE SERVICES. BY ACCESSING OR USING THE SERVICES OR ANY CONTENT OFFERED THROUGH THE SERVICES, YOU ACCEPT AND AGREE TO BE BOUND, WITHOUT LIMITATION OR QUALIFICATION, BY THESE TERMS, AS THEY MAY BE UPDATED FROM TIME TO TIME IN OUR SOLE DISCRETION. IF YOU DO NOT ACCEPT ANY OF THESE TERMS, YOU ARE PROHIBITED FROM USING THE SERVICES.

## Basic Rules And Rights We Are Granting

**License Grant for Services.** Subject to your agreement and compliance with these Terms and any other relevant Premium Health policies, including the Privacy Policy, we hereby grant you a non-exclusive, non-transferable, revocable and limited right and license to access and use the Website through a web browser or through use of any mobile applications, as applicable.

**Minimum Age Requirement for Users.** A User may only use the Services if such User is at least thirteen (13) years of age. If you are under the age of eighteen (18), you represent that you have received permission from a parent or legal guardian to enter into these Terms.

**Accounts and Access.** In the event you register for certain applicable Services offered by Premium Health, including certain testing services, you become an “Account Holder.” As an Account Holder, you are required to register through the Website or any mobile application, as applicable.

**Use of the Services.** The following restrictions and/or terms and conditions apply to the use of the Services:

- You accept full responsibility for any unauthorized use of the Services by parties not authorized to use your registered account. Additionally, you are responsible for any use of your credit card or other payment instrument (*g.*, PayPal) incurred by parties using your registered account;
- You shall not create an account using a false identity or false information, or on behalf of someone other than yourself except when acting as a parent or legal guardian and in compliance with any applicable laws;
- Without first obtaining our written permission, you shall not register for an account or in any way use the Services if we have removed, suspended or otherwise terminated any account registered by or on behalf of you or if we have notified you that you may not use the Services for any reason;
- You shall not use the Services to engage in any illegal conduct;
- You shall not rent, lease, sell, trade, gift, bequeath or otherwise transfer your account to anyone without our express written permission;
- You shall not reproduce, distribute or publicly display any content you access through the Services unless such content is clearly marked as “public” or you have been given the right to view and share such content in accordance with these Terms; and
- You shall not do anything with any content you access through the Services that has been marked with restrictions or other instructions that is counter to such restrictions or other instructions.

**Account Information and Management.**

- **Information Provided When Setting Up Account.** When creating or updating an account, you are required to provide us with certain personal information for yourself or for the individual you are acting on the legal behalf of if you are a parent or legal guardian, which may include (but is not limited to) personal information such as name, address, phone number and certain health information (“**Account Information**”). Account Information will be held and used in accordance with the Privacy Policy. You agree that you will supply accurate and complete Account Information to us, and that you will update such information when and as it changes.
- **Login Information.** During the account creation process, we will be creating and storing information based upon your account. The following rules govern the security of your Account Information:
  - You shall not share the Account Information, nor let anyone else access your account or do anything else that might jeopardize the security of your account;
  - In the event you become aware of, or reasonably suspect, any breach of security, including without limitation any loss, theft or unauthorized disclosure of your Account Information, you must immediately notify us in writing;
  - You are solely responsible for maintaining the confidentiality of any login information created and used by you to access your account and you will be responsible for all uses of that login information, whether or not authorized by you; and
  - You are responsible for anything that happens through your account.

## **License and Account Limitations and Prohibitions.**

- **General Effects of Violations.** Any use of the Services in violation of these Terms is strictly prohibited, can result in the immediate revocation of your limited license granted under these Terms and may subject you to liability for violations of law.
- **Policies.** You acknowledge that we may also have in place other policies regarding use of the Services and that you agree to abide by such policies and that such policies are in addition to any obligations you have under these Terms.
- **Activity Prohibitions.** You agree that you will not, under any circumstances:

- Act in any way we deem to be in conflict with the spirit or intent of the Services, including, but not limited to, circumventing or manipulating these Terms;
- Use the Services in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation;
- Modify or cause to be modified any files or content that are used to offer the Services, without the express prior written consent of Premium Health;
- Disrupt, overburden or aid or assist in the disruption or overburdening of (A) any computer or server used to offer or support the Services (each a “**Server**”) or (B) the use or enjoyment of the Services by any other person;
- Institute, assist or become involved in any type of attack, including, without limitation, distribution of a virus, denial of service attacks upon the Services or other attempts to disrupt the Services or any other person’s use or enjoyment of the Services;
- Gain, or attempt to gain, unauthorized access to the Services, third party accounts, Servers or networks connected to the Services by any means (including, but not limited to, circumventing or modifying, or encouraging or assisting any other person to circumvent or modify, any security, technology, device or software that is part of the Services);
- Harass, abuse, harm, bully, intimidate or advocate, threaten or incite harassment, bullying, intimidation, abuse or harm of another person or group of persons, including our employees, customer service representatives, our independent contractors or other users of our Services;
- Transmit unauthorized communications through the Services, including junk mail, chain letters, spam and any materials that promote malware, spyware and downloadable items;
- Interfere or attempt to interfere with the proper functioning of the Services or connect to or use any Service in any way not expressly permitted by these Terms;
- Use any offline reader, robot, tool, process or any other device or method of any kind to data mine, reproduce or circumvent our Services or content in any way;
- Intercept, examine or otherwise observe any proprietary communications used by a client, other user, Server or the

Services, whether through the use of a network analyzer, packet sniffer or other device;

- Make any automated use of the Services or take any action that imposes or may impose, as determined in our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- Bypass any robot exclusion headers or other measures we take to restrict access to the Services or use any software, technology or device to send content or messages, scrape, spider or crawl the Services or harvest or manipulate data from, through or relating to the Services;
- Use, facilitate, create or maintain any unauthorized connection to the Services, including, without limitation: any connection to any unauthorized server that emulates, or attempts to emulate, any part of the Services; or any connection using programs, tools or software not expressly approved in writing by us;
- Copy, modify or distribute rights or content from any Premium Health website, including, but not limited to, content that contains or is protected by our copyrights, trademarks or other intellectual property rights, or use any method to copy or distribute the content of the Services, except as specifically allowed in these Terms;
- Solicit or attempt to solicit personal information from other users;
- Except as otherwise expressly allowed hereunder when you are acting as a parent or legal guardian, collect, harvest or post anyone's private information (including personally identifiable information, whether in text, image, video or other form), identification documents or financial information through the Services; or
- Upload or transmit (or attempt to upload or to transmit), without our express written permission, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms").

### **Suspension and Termination of Account and Services:**

**FAILURE TO COMPLY.** WITHOUT LIMITING ANY OTHER REMEDIES, WE MAY, WITH OR WITHOUT NOTICE TO YOU, LIMIT, SUSPEND, TERMINATE, MODIFY OR DELETE YOUR ACCOUNT OR YOUR ACCESS TO THE SERVICES OR PORTIONS THEREOF IF, IN OUR SOLE DISCRETION, YOU FAIL TO COMPLY WITH ANY OF THESE TERMS OR YOUR ACCOUNT IS USED FOR ACTUAL OR SUSPECTED ILLEGAL ACTIVITY OR IMPROPER USE OF THE SERVICES. WE SHALL BE UNDER NO OBLIGATION TO COMPENSATE YOU FOR, AND SHALL HAVE NO LIABILITY TO YOU FOR, ANY LOSSES OR ADVERSE RESULTS THAT ARE DUE TO THE SUSPENSION, TERMINATION, MODIFICATION OR DELETION OF YOUR OR ANY OTHER ACCOUNT.

**IP INFRINGEMENT.** WITHOUT LIMITING ANY OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE SERVICES AND YOUR ACCOUNT, OR ANY PORTIONS THEREOF, PROHIBIT ACCESS TO OUR WEBSITE AND OTHER SERVICES, INCLUDING ANY CONTENT INCORPORATED THEREIN, SERVICES AND TOOLS, DELAY OR REMOVE ANY CONTENT AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE SERVICES IF WE BELIEVE THAT SUCH USERS ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES. IN APPROPRIATE CIRCUMSTANCES AND IN OUR SOLE DISCRETION, IT IS OUR POLICY TO SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO ARE REPEAT INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

**Right to Cease Service.** We reserve the right to stop offering or supporting the Services or part of the Services at any time, at which point the license granted hereunder to you to use the Website or any applicable part thereof will automatically terminate.

**Account Termination.** Termination of your account can include disabling your access to the Website or other Services or any part thereof, including disabling access to any information you submitted. You agree that if your account is terminated, we will not be obligated to preserve, provide you access to or provide copies of any information submitted via any Service relating to your account.

**Intellectual Property Ownership.** As between you and us, the Website, other Services and all of their respective components and contents (including without

limitation any computer code, pre-populated content, concepts, artwork, photographs, audio-visual effects, text contained within and patent, copyright, trademark, trade secret and any other intellectual property rights therein) are owned by us. The Website and other Services are protected by copyright, trademark and other laws of both the United States and foreign countries and may not be reproduced, duplicated, copied, sold, resold, visited or otherwise exploited for any unauthorized commercial purpose, or used in any manner other than as permitted by these Terms, without our express prior written consent in each instance. You agree not to engage in any reverse engineering, de-compiling or other activities designed to view the source code for the Website or any of the other applicable Services and are prohibited from reverse engineering, de-compiling or otherwise engaging in activities designed to view the source code for the Website or any Service.

**Feedback.** In the event you provide us with any feedback about any of the Services, including, without limitation, any errors, flaws, issues, suggestions or otherwise (collectively, “*Feedback*”), you hereby assign to us any and all rights, title and interest in and to the Feedback, including, but not limited to, the right to use such Feedback in any manner we deem appropriate. To the extent any Feedback may not be assigned to us, whether under any applicable law or otherwise, you agree to provide us with an exclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, worldwide license to use such Feedback in any manner we deem appropriate.

## User Data

**User Data:** “**User Data**” means any communications, materials, data and other information you upload, post or otherwise transmit through the Services, including, without limitation, Account Information or any information related to your transactional, usage or other data with respect to the Services or any other third party platform you have authorized to interface with the Website.

**Licenses to User Data:** As between you and us, you are the owner of all rights, title and interest in and to the User Data, and except as otherwise expressly stated in these Terms or the Privacy Policy, you reserve all rights in and to the User Data. You hereby grant us a non-exclusive, perpetual, royalty-free, fully paid up, worldwide license to use your User Data as determined by us in our sole discretion, including as necessary to provide the Services or otherwise in accordance with these Terms and Privacy Policy.

To be clear, any personal information included in your User Data may only be used by us in accordance with the Privacy Policy.

## User Interactions.

- **Responsibility for Interactions and Adherence to Policies.** You are solely responsible for your interactions with any other parties with whom you interact through the Services. You acknowledge that we have various policies in place regarding use of the Services that are intended to promote a respectful environment, such as, but not necessarily limited to, policies regarding information submitted, respect for intellectual property rights and billings and refunds. We reserve the right, but have no obligation, to become involved in any way with any disputes that may arise between you and any other parties with whom you interact through the Services.
- **Releases for Disputes and Use of Third Party Information.** You hereby release us, and our officers, directors, agents, subsidiaries, joint ventures and employees, from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any of the following: (i) any dispute that arises between you and any other parties with whom you interact through the Services; and (ii) any use by us of third party information.

## Fees

We may offer certain Services to be paid for on an as-purchased basis. By making a purchase, you agree to pay the fees and any taxes incurred at the time of purchase. We reserve the right to charge fees for any parts of the Services that may have previously been offered without a fee. We may revise the pricing for the services offered through the Services at any time. YOU ACKNOWLEDGE THAT WE ARE NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON UNLESS OTHERWISE EXPRESSLY STATED AT THE TIME OF PURCHASE, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED SERVICES WHEN YOUR ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY. A stored payment method may be associated with your account to process your purchase payments, and by submitting your payment information to us,

including your name and billing address, you authorize us to charge all purchase fees incurred by you to such payment method upon your payment confirmation. In the event your payment method fails or is declined, we will notify you and you must update your payment method.

## **Third Party Sites**

We may provide links on the Services to third party websites or vendors. Any charges or obligations you incur in your dealings with these third parties are your responsibility. We make no representation or warranty regarding any content, goods or services provided by any third party even if linked from our Services, and we will not be liable for any claim relating to any third party content, goods or services. The linked sites are not under our control and may collect data or solicit personal information from you. We are not responsible for their content, business practices or privacy policies, or for the collection, use or disclosure of any information those sites may collect. Further, the inclusion of any link does not imply our endorsement of these linked sites.

## **Updates To The Service**

You understand that the Services undergo frequent changes and that the Services may not always be available for various reasons, such as, for example, lack of adequate testing resources, lack of adequate protective gear, changes to testing policies, availability of testing personnel and downtime of the Website due to maintenance. We may require that you accept updates to the Services in order to continue using the Services. You acknowledge and agree that we may update the Services without notifying you.

## **Disclaimer; Limitations; Waivers On Liability;**

### **Indemnification**

**Disclaimer of Warranties.**

- **SERVICES PROVIDED “AS IS”.** YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- **NO WARRANTY OF ERROR-FREE OPERATION.** WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANY OF OUR AFFILIATES OR SUBSIDIARIES, OR ANY OF OUR OR THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, “**THE CLINIC PARTIES**”) WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND YOU ACKNOWLEDGE THAT SERVICES MAY SOMETIMES BE UNAVAILABLE FOR SECURITY, MAINTENANCE OR OTHER REASONS.
- **NO WARRANTY REGARDING ACCESS TO CONTENT.** THE CLINIC PARTIES DO NOT GUARANTEE THAT ANY INDIVIDUAL WILL ALWAYS BE PREVENTED FROM VIEWING INFORMATION THAT THE SERVICES INTENDED TO NOT BE AVAILABLE TO SUCH INDIVIDUAL. THE CLINIC PARTIES DO NOT WARRANT THAT ALL INFORMATION PROVIDED BY YOU WILL REMAIN AVAILABLE AT ALL TIMES OR WILL NEVER BE DELETED, CORRUPTED OR OTHERWISE UNAVAILABLE. THE CLINIC PARTIES DO NOT WARRANT THAT THE SERVICES OR ANY INFORMATION POSTED BY YOU WILL BE KEPT FROM ANY PARTICULAR INDIVIDUAL WHO EITHER HACKS OR ENGAGES IN UNAUTHORIZED ACCESS TO SUCH INFORMATION OR IS MISTAKENLY GRANTED ACCESS BY US OR THROUGH THE SERVICES.

#### **Limitations; Waivers of Liability.**

- **DISCLAIMER OF INDIRECT DAMAGES.** YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICES UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT

LIMITATION ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT THE CLINIC PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICES, INCLUDING, BUT NOT LIMITED TO: (I) LOSS OF PROFITS, DATA, USE; OR (II) LOSS OF GOOD WILL OR ANY OTHER INTANGIBLE LOSSES, WITH ANY OF THE FOREGOING RESULTING FROM (A) YOUR ACCESS TO OR USE OF, OR INABILITY TO USE, ANY OF THE SERVICES; (B) ANY CONDUCT OR CONTENT OF ANY THIRD-PARTY ON THE SERVICES; (C) ANY CONTENT OBTAINED FROM THE SERVICES; OR (D) ANY UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR SUBMISSIONS OR USER DATA.

- **NOT RESPONSIBLE FOR THIRD PARTY CONDUCT.** YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE CLINIC PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE CLINIC PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICES AND OPERATORS OF EXTERNAL SITES AND SERVICES, AND THAT THE RISK OF USING THE SERVICES AND EXTERNAL SITES AND SERVICES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.
- **MONETARY LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES WILL THE CLINIC PARTIES BE LIABLE TO YOU UNDER ANY CLAIM FOR MORE THAN THE LESSOR OF (I) \$500, OR (II) THE AMOUNT(S) YOU HAVE PAID US, IN THE AGGREGATE, IN THE ONE HUNDRED EIGHTY (180) CALENDAR DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.
- **FAILURE TO PAY.** YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID US ANY AMOUNTS IN THE ONE HUNDRED EIGHTY (180) CALENDAR DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH THE CLINIC PARTIES IS TO STOP USING THE SERVICES.
- **DISCLAIMER MAY NOT BE APPLICABLE.** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

**Indemnification.** You agree to defend, indemnify, save and hold Premium Health Parties harmless from any claims, losses, damages and liabilities, including legal fees and expenses, arising out of (a) your use or misuse of the Services, (b) any violation by you of these Terms or any breach of the representations, warranties and covenants made by you herein, (c) your use or access of any third party software or service utilized in connection with the Services, (d) your violation of any applicable laws or any infringement by you, or any third party acting on your behalf, of any intellectual property, real property, privacy or other right of any third party, or (e) any intentional misconduct or negligence by you in using the Services. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Premium Health Parties and you agree to cooperate with our defense of these claims. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it. You agree that the provisions in this paragraph will survive any termination of your use of the Services.

## How To Handle Disputes

**General.** If a dispute arises between you and us, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Premium Health agree that we will resolve any claim or controversy at law or equity that arises out of these Terms or use of our Services (a “**Claim**”) in accordance with one of the subsections below or as we and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution by going to Customer Support. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation. Other than those matters listed in Section 7, you and Premium Health agree to seek resolution of the dispute only through arbitration of that dispute in accordance with the terms of this Section 7, and not litigate any dispute in court. Arbitration means that the dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury.

**Exclusions from Arbitration.** YOU AND THE CLINIC AGREE THAT ANY CLAIM FILED BY YOU OR BY US IN SMALL CLAIMS COURT OR BY US RELATED TO PROTECTION OF OUR OR ANY OF OUR LICENSOR’S INTELLECTUAL PROPERTY ARE NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED IN THIS SECTION 7.

**RIGHT TO OPT OUT OF BINDING ARBITRATION AND CLASS ACTION WAIVER WITHIN 30 DAYS.** IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER IN THIS SECTION 7, YOU MUST NOTIFY US IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE THAT YOU FIRST ACCEPT THIS AGREEMENT. YOUR WRITTEN NOTIFICATION MUST INCLUDE: (1) YOUR NAME, (2) YOUR ADDRESS, AND (3) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH US THROUGH ARBITRATION.

**Class Action Waiver.** ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND THE CLINIC SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION.

**Initiation of Arbitration Proceeding; Selection of Arbitrator.** If you or Premium Health elect to resolve your dispute through arbitration, the party initiating the arbitration proceeding must initiate it with the American Arbitration Association (“AAA”). The terms of this Section 7 govern in the event they conflict with the rules of the arbitration organization selected by the parties.

**Arbitration Procedures.** The AAA rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be binding and final, and may be entered in any court having jurisdiction over the parties for purposes of enforcement. Notwithstanding the foregoing, in no event will we be liable to you for any of your attorney fees.

**Location of Arbitration.** You or Premium Health may initiate arbitration in the State of California.

**Severability.** If any clause within this Section 7 (other than the Class Action Waiver clause) is found to be illegal or unenforceable, that clause will be severed from this Section 7 and the remainder of this Section 7 will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Section 7, except for this Section, will be unenforceable and the dispute will be decided by a court

and IN THAT INSTANCE, YOU AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY, TO THE EXTENT ALLOWED BY LAW.

**Survival.** This Section 7 shall survive any termination of the Terms.

## General Provisions

### Updates to the Terms and Privacy Policy.

- **Right to Update.** We reserve the right, at our discretion, to change, modify, add or remove portions of these Terms and our Privacy Policy at any time by posting the amended Terms or Privacy Policy through the Services. You may also be given additional notice, such as an email message or messaging within the Services, of any changes. You will be deemed to have accepted such changes by continuing to use the Services. Except as otherwise stated, all amended terms shall automatically be effective when they are posted. We may also revise other policies, codes or rules at any time and the new versions will be available on the Website or otherwise through the Services. No amendment to the Terms or Privacy Policy shall apply to any dispute of which we had actual notice before the date of the amendment.
- **Seeking Consent.** If we revise these Terms or the Privacy Policy and seek your consent to be bound by such revised Terms or revised Privacy Policy and you do not agree to be bound by such revised Terms or revised Privacy Policy before using the Services again, then notwithstanding anything to the contrary, we reserve the right to terminate your use of the Services.
- **Disagreement with Terms.** If at any time you do not agree to any provision of the then-current version of our Terms, the Privacy Policy or any other Premium Health policy, rule or code of conduct relating to your use of the Services, your right to use the Services will immediately terminate, and you must immediately stop using the Services.

**Severability.** If any provision of these Terms or the Privacy Policy is found invalid, illegal or unenforceable, in whole or in part, by any court of competent jurisdiction, such provision will, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity, illegality or unenforceability without affecting the validity,

legality or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms (or as applicable, the Privacy Policy), which will continue to be in full force and effect.

**Assignment.** We may assign any of our rights or delegate any of our obligations under these Terms, in whole or in part, to any person or entity at any time without your consent. You may not assign or delegate any rights or obligations under these Terms without our prior written consent, and any purported assignment or delegation in violation of this Section is null and void.

**Entire Agreement.** These Terms, together with any supplemental policies, the Privacy Policy and any other documents expressly incorporated by reference herein, contain the entire agreement between us and you with respect to the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, representations and warranties of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent.

**No Waiver.** Our failure to require or enforce strict performance by you of any provision of these Terms or the Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or relinquishment of our right to assert or rely upon any such provision or right in that or any other instance. The express waiver by us of any provision, condition or requirement of these Terms or the Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers or other acts or omissions by us shall be deemed a modification of these Terms nor legally binding, unless documented in physical writing, hand signed by you and our duly appointed officer.

**Notices.** We may notify you via postings on the Website or via email or any other communications means through contact information you provide to us. All notices given by you or required from you under these Terms or the Privacy Policy shall be in writing and addressed to the address in this Section. Any notices that you provide without compliance with this Section shall have no legal effect.

Premium Health

Email: [hq@premiumhealth.us](mailto:hq@premiumhealth.us)

**Equitable Remedies.** You acknowledge that the rights granted and obligations made under these Terms to Premium Health are of a unique and irreplaceable nature, the loss of which may irreparably harm us and which cannot be replaced by monetary damages alone, so that we shall be entitled to seek injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the Services, exploitation of any advertising or other materials issued in connection therewith or exploitation of the Services or any content or other material used or displayed through the Services and agree to limit your claims to claims for monetary damages, limited by Section 7.

**Force Majeure.** Premium Health shall not be liable for any delay or failure to perform resulting from causes outside our reasonable control, including, without limitation, any failure to perform hereunder due to unforeseen circumstances or cause beyond our control, such as acts of God, war, terrorism, public health emergencies, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, shortages of transportation facilities, fuel, energy, labor or materials.

**Choice of Law.** The Terms and Privacy Policy shall be governed by the laws of the State of California, notwithstanding its conflicts of law provisions.

**Electronic Risk:** I, hereby consent and state my preference to have my Rume Medical Group licensed healthcare provider and other staff at Rume Health communicate with me by email or standard SMS messaging regarding various aspects of my medical care, which may include, but shall not be limited to, test results, prescriptions, appointments, and billing. I understand that email and standard SMS messaging are not confidential methods of communication and may be insecure. I further understand that, because of this, there is a risk that email and standard SMS messaging regarding my medical care might be intercepted and read by a third party.