

Mobility Medicine, PLLC Terms of Service

These Terms of Service are effective as of 10/01/2020, 2020. **THESE TERMS OF SERVICE (“TERMS”) GOVERN YOUR USE OF OUR SERVICES AND SITE.**

1. ACCEPTANCE OF TERMS

A. Mobility Medicine, PLLC (“Company”, “We” or “Our”) provides certain of its Services (as defined below) to You through its web site located at the www.mobilitymedicine.com homepage, and all web pages accessible through that homepage that share the same domain name (collectively, the “Site”), subject to these Terms.

B. By accepting the Terms, or by accessing or using the Services or Site, You represent and acknowledge that You have read, understood, and agree to be bound by these Terms, and that the information You provide in registering to receive the Services is accurate, complete, and is Yours or within Your right to use and You agree that We may use such information to provide the Services. If You are entering into these Terms on behalf of another individual, You represent that You have the legal authority to bind such individual to these Terms, in which case the terms “You,” “Your” or related capitalized terms herein shall refer to such individual. If You do not have such legal authority, or if You do not agree with these Terms, You must not accept these Terms and may not use the Site.

C. You acknowledge that these Terms constitute a contract between You and Company, even though it is electronic and is not physically signed by You and Company. You further acknowledge that these Terms govern Your use of the Services and, except for written agreements or addendums signed by the parties that specifically modify or that conflict with these Terms, these Terms supersede any other agreements between You and Company.

2. AVAILABILITY OF THE SITE

You acknowledge that there may be interruptions in service or events that are beyond Our control. While we use reasonable efforts to keep the Site accessible, the Site may be unavailable from time to time for any reason including, without limitation, routine maintenance. You understand and acknowledge that due to circumstances both within and outside of Our control, Site access may be interrupted, suspended or terminated. You further understand that there may be interruptions in service or events on third-party sites, that may affect Your use of the Service (defined below) and that are beyond Our control to prevent or correct. Interruptions in the Service that are beyond Our control shall not serve as a basis for a refund of any fees or as a basis for You not to comply with Your contractual obligations.

3. DESCRIPTION OF SERVICE

A. Company offers the provision of telemedicine consultations by healthcare providers for musculoskeletal problems, injury and/or pain through Third-party Services (as

defined below) and Company also allows You to schedule and make payment such telemedicine consultation(s) through Third-party Services (collectively, the “Services”). For purposes of these Terms, the Services exclude the actual provision of Medical Services (as defined below) provided by Company’s healthcare providers. The Services include (a) the Site and including links to third-party sites, (b) the Company software, if any, and (c) the other goods or services provided to You by Company and/or through the Site, including all software, data, text, images, sounds, videos, and other content made available through the Site (collectively, “Content”), which include, but are not limited to goods or services related to the foregoing. Any new features added to or augmenting the Services are also subject to these Terms.

B. Company does its very best to make the Services available, except for: (a) planned downtime, or (b) any unavailability caused by circumstances beyond Our reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, or technical failures beyond Our control.

4. THIRD PARTY SERVICES AND PRODUCTS

A. External Sites. The Services may contain links to, or otherwise may allow You to connect to and use certain third party products, services or software under separate terms and conditions (collectively, “Third-party Services”) in conjunction with Our Services. If You decide to access and use such Third-party Services, be advised that Your use is governed solely by the terms and conditions of such Third-party Services, and We do not endorse, are not responsible for, and make no representations as to such Third-party Services, their content or the manner in which they handle Your data. Company is not liable for any damage or loss caused or alleged to be caused by or in connection with Your access or use of any such Third-party Services, or Your reliance on the privacy practices or other policies of such Third-party Services.

B. Third Party Products and Services. The Site and Services may reference Third-party Services and third party products, equipment, and software, but We are in no way affiliated with such third parties and neither Our Services nor the Site are endorsed or approved by such third parties. Further, We do not endorse or recommend, are not responsible for, and make no representations as to such Third-party Services or third party products, equipment or software. Company is not liable for any damage or loss caused or alleged to be caused by or in connection with any such Third-party Services or third party products, equipment or software.

5. MEDICAL ADVICE

A. The information on the Site consists of statements of opinion and not statements of fact or recommendations to utilize or receive any medical care, advice, treatments, products, services, items, devices, equipment, or software (collectively, “Medical Services”). You should obtain any additional information necessary to make an informed decision prior to utilizing any specific Medical Services. While Company’s healthcare providers may provide Medical Services to You outside of Your use of the Services, You agree that the Services and Site do not make clinical or other decisions and do not diagnose or treat medical conditions. You are responsible for verifying the accuracy of all information input into the Site.

B. The Site provides general information and is not a substitute for health or medical care from a qualified healthcare professional. The Site does not constitute the practice of Medical Services. The Site does not offer any advice regarding the quality or suitability of any particular Medical Service, equipment provider or healthcare provider with respect to medical services or otherwise. The information and materials provided on the Site are intended solely for Your information and not any other person. Such information should not be considered or construed as, and is not a substitute for, Medical Services and is not intended to replace consultation with a qualified healthcare provider. The Content supplied by healthcare professionals on the Site are created by such healthcare professionals and do not represent the views of Company. If You have any questions about the Content on the Site, You agree to contact Your healthcare professional. You assume all responsibility in connection with choosing healthcare providers, whether or not You obtained information about such through the Site. You further acknowledge and agree that the Site does not recommend, endorse or make any representations or warranties regarding healthcare providers or Medical Services. Except as it relates to Medical Services You receive from Company, Company has no responsibility, liability or obligation of any kind for the accuracy, completeness or other aspects of the information or Medical Services provided by the Site or non-Company healthcare providers.

C. The Site does not provide You with a reliable means to communicate with any healthcare provider. If You wish to contact your healthcare provider, You must use methods of communication outside of the Site.

6. INTELLECTUAL PROPERTY RIGHTS

A. Each of us shall maintain all rights, title and interest in and to all our respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights"). The rights granted to You to use the Services under these Terms do not convey any additional rights in the Services, or in any Intellectual Property Rights associated therewith.

B. You own the information You provide Company or input on third-party websites through the Services. You grant to Company a nonexclusive, revocable, worldwide, perpetual, unlimited fully paid up and royalty-free right to use copy, prepare derivative works of, distribute, publish, remove, retain, add, process, or analyze the foregoing described information. By providing information to Us or to third-parties through the Services, You represent and warrant that You are entitled to and authorized to submit the information and that the information is accurate, not confidential, and not in violation of any contractual restrictions or other third party rights.

C. Company shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback We receive from You. Company and Company's other product and service names, and logos used or displayed on the Service are registered or unregistered trademarks of Company (collectively, "Marks"), and You may only use such Marks to identify Yourself as a customer and user of the Services; provided

You do not attempt, now or in the future, to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent Company, its services or products.

D. All rights, title and interest in and to the Services and its components, including all related intellectual property rights, will remain with and belong exclusively to Company and its third-party vendors.

F. Upon Your use of Services and upon the condition that You comply with all of Your obligations under these Terms, Company grants You a non-exclusive, non-transferable, revocable license to access and use the Services and the Site, strictly in accordance with these Terms and subject to all the limitations set forth in these Terms.

7. ACCOUNT REGISTRATION

A. Subject to these Terms, You agree to access and use the Services only for Your own internal and individual purposes as contemplated by these Terms.

B. To be eligible to use the Service, You must meet the following criteria and represent and warrant that You: (1) are 18 years of age or older; (2) are not currently restricted from the Services or otherwise prohibited from having a Company account, (3) are not a competitor of Company or are not using the Services for reasons that are in competition with Company; (4) have full power and authority to agree to these Terms and doing so will not violate any other agreement to which You are a party; (5) will not violate any rights of Company, including intellectual property rights such as patent, copyright or trademark rights; and (6) agree to provide at Your cost all equipment, software, and internet access necessary to use the Services.

8. USE OF THE SERVICE

A. You agree not to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as expressly permitted by these Terms; (b) use the Service to process data on behalf of any third party, (c) modify, adapt or hack the Service to falsely imply any sponsorship or association with Company, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks; (d) use the Service in any unlawful manner, including but not limited to violation of any persons privacy rights, infringing any person's intellectual property rights, or sending spam or otherwise duplicative or unsolicited messages in violation of applicable law, (e) use the Service in any manner that interferes with or disrupts the integrity or performance of the Service and its components; (f) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any software making up the Service; (g) use the Service to knowingly post, upload, link to, send or store any content that is unlawful, racist, hateful, obscene, discriminatory, or contains any viruses, malware, Trojan horses, time bombs, or any other similar harmful software; (h) attempt to use any method to gain unauthorized access to any paid features of the Site; (i) unless otherwise explicitly agreed to in

writing by Company, use the Site or any content obtained from it to develop, as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (j) use automated scripts to collect information from or otherwise interact with the Site or the Service; (k) deep-link to the Site for any purpose, unless expressly authorized in writing by Company; (l) try to use, or use the Service in violation of these Terms; or (m) use the Service for any purpose competitive with Company.

B. If You wish to access the Site or the contents of the Site available on or through certain areas of the Site, You may be required choose a password and/or complete a registration process. By registering, You represent, warrant and covenant that: (a) You are using Your actual identity; (b) You have provided only true, accurate, current and complete information about Yourself during the registration process; and (c) You will maintain and promptly update the information that You provide to ensure that it is true, accurate, current and complete. You may update Your information at any time. By logging onto the Site using any password, You represent, warrant and covenant that You are authorized to use such password and to engage in the activities that You conduct under such password. You are solely responsible for the confidentiality and use of Your password, as well as for any activities conducted on or through the Site using Your password. If You wish to cancel a password, or if You become aware of any loss, theft or unauthorized use of a password, please notify Company immediately.

C. You are responsible for all information, data, text, messages or other materials that You post or is otherwise transmitted via the Services. To the extent that the Site requires You to login and/or have an account, You are responsible for maintaining the confidentiality of Your login and account and You are fully responsible for any and all activities that occur under Your login or account. You agree and acknowledge that Your login may only be used by one (1) person, and that You will not share a single login among multiple people. You agree that You will not sell, trade or otherwise transfer Your login or account to another party and that You will not, unless otherwise specifically agreed to in writing by Company, charge anyone for access to any portion of the Site, or any information therein. You agree that You are responsible for anything that happens through Your account until You cancel and close Your account or prove that Your account security was compromised due to no fault of Your own.

9. DATA PRIVACY, SECURITY, AND CONFIDENTIALITY

A. Use of the Internet is solely at Your own risk and is subject to all applicable local, state, federal, and international laws and regulations. While Company has endeavored to create a secure and reliable Site, please be advised that the confidentiality of any communication or material transmitted to Company over the Internet cannot be guaranteed. Consequently, neither Company nor its affiliates are responsible for the security of any information transmitted using the Site, the accuracy of the information contained on the Site, or for the consequences of any reliance on such information. You are responsible for making Your own determination regarding the information that You provide through the Site. In providing You the Services, We shall

maintain appropriate administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Your personal data.

B. You agree that Company can access Your account information, if any, in order to respond to Your service requests and/or as necessary, in Our sole discretion, to provide You with the Services. We will not disclose such data except if compelled by law, permitted by You, required for the provision of the Services, or pursuant to the terms of the Company Privacy Policy, which is available at www.mobilitymedicine.com and is incorporated into these Terms by reference (the “Privacy Policy”).

C. The Privacy Policy governs Our treatment of any information, including personally identifiable information, You submit to Us as provided for in the Privacy Policy. Please note that certain information, statements, data, and content which You may submit to or through the Service may reveal Your gender, ethnic origin, nationality, age, and/or other personal information about You or others. You acknowledge that Your submission of any information, statements, data, and content to Us is voluntary on Your part and You have the authority to disclose said information for the applicable third-party.

D. For purposes of these Terms, “Confidential Information” means and includes any and all non-public, medical, financial, personal, and proprietary information in whatever form (written, oral, visual, or electronic) possessed or obtained by either party related to Company and its affiliates. It shall include, without limitation, policies, procedures, methods, contractors, patient and client data or information, financial information and statements, employee information, contractor information, know-how, processes, jointly-developed processes, processes developed by You pursuant to the provision of services, vendor and supplier lists, price lists and pricing techniques, business plans and techniques, reports, marketing plans and techniques, strategic plans, management plans and techniques, contractual arrangements, information relating to current and future affiliates, trade secrets, and any other information, knowledge or data, in whatever form or medium, concerning or relating to the business affairs of Company which may reasonably be deemed to be confidential in nature. We and You intend that the term Confidential Information shall be given the broadest possible interpretation. The above notwithstanding, Confidential Information does not include any information of any kind which: (i) is in the public domain or becomes available in the public domain through no action of You; (ii) You can establish was in his possession prior to the time of disclosure and was not acquired, directly or indirectly, from Company; or (iii) You lawfully receive from a third party who has no obligation to keep such information confidential. You shall keep strictly confidential all Confidential Information. You shall not use the Confidential Information in any manner that adversely affects Company’s business. You shall not directly or indirectly communicate, divulge, sell, transfer, publish, disclose, display, or otherwise make available to any other entity, person, or individual, whether related or not, the Confidential Information or any portion thereof without the express prior written consent of Company. You may, however, disclose such matters to the extent that disclosure is required by a court or governmental agency of competent jurisdiction. Further, if You are legally required to disclose any Confidential Information, You shall provide Company with reasonable notice prior to such disclosure and reasonably cooperate with Company in seeking to obtain a protective order or other assurance of confidential treatment

of the Confidential Information to fully comply with applicable laws. Nothing in these Terms shall be construed to grant to You any ownership or other proprietary interest in any Confidential Information.

10. CANCELLATION AND TERMINATION

A. To the extent that You have an account with Company, You may cancel Your account at any time. We may suspend or cancel Your account without notice or refund to You at any time. If Your account is cancelled, Company reserves the right to remove Your account information along with any account settings from Our servers with no liability or notice to You. Once Your account information and account settings are removed, You will not be able to recover this data and You will lose access to all of Your content (except that content stored/published to third-party websites, that data will remain on said third-party websites pursuant to those website's terms and conditions).

B. Company reserves the right to (i) modify or discontinue, temporarily or permanently, the Services (or any part thereof) and (ii) refuse any/all current and future use of the Services, suspend or terminate Your account or any part thereof (or Your use of the Services), and remove and discard any of Your content within the Services if We believe that You have violated these Terms. Any suspected fraudulent, abusive, or illegal activity may be grounds for immediate termination of Your use of Services, and may be referred to law enforcement authorities. Company shall not be liable to You or any third party for any modification, suspension or discontinuation of the Services.

11. DISCLAIMER OF WARRANTIES AND LIABILITY

A. THE SERVICES, INCLUDING THE SITE AND CONTENT, AND ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

B. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICES, CONTENT OR MATERIALS FROM OR RELATED TO THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT THE SITE OR THE SERVICES, SERVERS, OR ANY PLATFORM APPLICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY SUCH SOFTWARE, CONTENT OR MATERIALS AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES. ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN THE ELECTRONIC FILE CONTAINING A FORM OR DOCUMENT IS DISCLAIMED. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR

OTHERWISE OBTAIN CONTENT, MATERIAL, DATA OR SOFTWARE (INCLUDING ANY MOBILE CLIENT) FROM OR THROUGH THE SITE, THE SOFTWARE, OR ANY PLATFORM APPLICATIONS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM, LOSS OF DATA OR OTHER HARM OF ANY KIND THAT MAY RESULT.

C. YOU ACKNOWLEDGE THAT COMPANY DOES NOT WARRANT THAT INFORMATION OR ADVICE OR ASSISTANCE OR SERVICES OBTAINED BY YOU FROM COMPANY OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. COMPANY DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN THE FUNCTIONING OF THE SITE, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN. FURTHERMORE, COMPANY DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SERVICES DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, USER COMMUNICATIONS, PROBLEMS RELATED TO THE SERVICE OR ITS USE, LOSS OF PERSONAL CONTENT ON THE SITE, LOST OR UNDELIVERABLE EMAIL, AND FOR ANY OTHER REASON. UNDER NO CIRCUMSTANCES WILL COMPANY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING, BUT NOT LIMITED TO PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE SITE, OR ANY INTERACTIONS BETWEEN USERS OF THE SITE OR THE SERVICES, WHETHER ONLINE OR OFFLINE.

D. Company provides the platform for the Services. Company does not control or vet user generated content for accuracy. We do not control and We are not responsible for what users post, transmit or share on or through the Site or any other website (even if such content is published on or through the Site). Furthermore, We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content You may encounter on the Site. Company is not responsible for the conduct, whether online or offline, of any user of the Site or the Services. Further, Company is not responsible or liable in any manner for any Third-Party Services, third party applications, software, viruses, etc. that are uploaded or posted on the Site, caused by users of the Site, or that are related to the use of the Services by third parties, or caused by any third parties' use of the equipment or programming associated with or utilized in the Site or the Services.

E. COMPANY CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITE AND/OR THE SERVICES.

F. We do not monitor content published through the Site and We are not responsible for content published through the Site. Notwithstanding the foregoing, Company reserves the

right to delete, move, or edit messages or materials, including, but not limited to, advertisements, public postings, and messages, that we, in our sole discretion, deem necessary to be removed.

12. LIMITATION OF LIABILITY

A. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) AND TO THE FULLEST EXTENT PERMITTED BY LAW, WILL COMPANY OR COMPANY'S AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, MONETARY OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION OR ANY OTHER LOSS INCURRED BY SUCH PARTY IN CONNECTION WITH THESE TERMS OR THE SERVICES OR SITE AND/OR ANY CONTENT ON THE SITE, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES OR SITE IS TO STOP USING THE SITE AND THE SERVICES. YOU FURTHER AGREE THAT UNDER NO CIRCUMSTANCES, AND TO THE FULLEST EXTENT PERMITTED BY LAW, WILL EITHER COMPANY OR ITS AFFILIATES BE LIABLE TO REPAY OR REIMBURSE ANY PAYMENTS MADE BY YOU TO COMPANY.

B. Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to You. IN THESE STATES, COMPANY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

13. INDEMNIFICATION

A. Indemnification by You. You agree to defend, indemnify, and hold harmless Company and its subsidiaries, licensors, suppliers and affiliates, and their respective directors, officers, shareholders, managers, members, agents, employees, consultants and representatives from, against and in respect of any claim, charge, demand, action, or suit, whether in contract, tort, strict liability, negligence, or otherwise, for any and all losses, costs, charges, claims, demands, fees (including attorneys' fees), expenses, or damages of any nature or kind arising out of, connected with, or resulting from (i) the use (whether permitted under these Terms or not) of the Site or Services, or (ii) relating in any way to these Terms. Company reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section, in which case You agree to cooperate with any reasonable requests to assist Company's defense of such matter.

14. ASSIGNMENT

Company may assign these Terms or any of its rights under these Terms to a third party. You may not, without the express written consent of Company, assign these Terms or any of Your rights under these Terms, directly, by operation of law or otherwise, without the prior written consent of Company. Subject to the foregoing restrictions on assignment, these Terms will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. Any assignment in violation of this Section will be void. These Terms shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties hereto.

15. ENTIRE AGREEMENT; AMENDED TERMS

A. These Terms constitute the entire agreement between the parties with respect to the subject matter hereof, all previous understandings whether oral or written having been merged herein. No representations or warranties have been made other than those expressly set forth in these Terms. Without limiting the foregoing, the parties have not relied on any oral statements that are not included in these Terms. These Terms may not be changed or modified by You. These Terms supersede prior versions of these Terms.

B. Company may modify these Terms at any time, and such modifications shall be effective immediately upon posting the Terms, as modified, on the Site and will supersede prior versions of these Terms. Company encourages You to review the Terms each time that You use the Site so that You are aware of any modifications to the Terms. Each time that You login, access or use the Site constitutes a binding agreement and a reaffirmation of Your acceptance of the Terms in effect at the time of Your access or use.

16. SEVERABILITY

If any provision of these Terms, or the application thereof under certain circumstances, is held to be invalid or unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms, or the application of such provision under other circumstances, shall remain in full force and effect.

17. RELATIONSHIP; INDEPENDENT CONTRACTOR

Nothing in these Terms shall be so construed as to constitute the parties as principal and agent, employer and employee, partners or joint venturers, nor shall any similar relationship be deemed to exist between the parties. Neither party shall have any power to obligate or bind the other party, except as specifically provided herein.

18. SURVIVAL

Sections 1 (Acceptance of Terms), 5 (Medical Advice), 6 (Intellectual Property Rights) 10 (Cancellation and Termination), 11 (Disclaimer of Warranties and Liability), 12 (Limitation of Liability), 13 (Indemnification), 14 (Assignment), 15 (Entire Agreement; Amended Terms),

16 (Severability), 17 (Relationship; Independent Contractor), 18 (Survival), 19 (Governing Law), 20 (Arbitration of Disputes), and 21 (No Waiver) will survive any termination of these Terms.

19. GOVERNING LAW

The validity, interpretation and performance of these Terms shall be governed by the laws of the State of Florida without giving effect to the conflicts of laws provisions or principals thereof. You agree to the exclusive jurisdiction of the courts located within the State of Florida to resolve any disputes between the parties and You agree that proper venue is in the state or federal courts located nearest to Tampa, Florida.

20. ARBITRATION OF DISPUTES

If we cannot amicably resolve any legal dispute or damage claim that should arise from these Terms, Your interactions with the Site, the Service, and/or Company, You agree to resolve any such dispute or damage claim by arbitration. The arbitration proceeding shall be conducted in Tampa, Florida, in accordance with the rules of the American Arbitration Association then in effect with one (1) arbitrator to be selected by mutual agreement of both You and Company. If we cannot agree on an arbitrator, then the American Arbitration Association shall select an arbitrator from the National Panel of Arbitrators. The laws of the State of Florida shall apply to the arbitration proceedings. You agree that the arbitrator cannot award punitive damages to either of us and agree to be bound by the arbitrator's findings. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction, which shall include, but not be limited to, the courts within Hillsborough County, Florida.

You agree that (i) no arbitration proceeding hereunder whether a CONSUMER DISPUTE or a BUSINESS DISPUTE shall be certified as a class action or proceed as a class action, or on a basis involving claims brought in a purported representative capacity on behalf of the general public, other customers or potential customers or persons similarly situated, and (ii) no arbitration proceeding hereunder shall be consolidated with, or joined in any way with, any other arbitration proceeding. YOU AGREE TO ARBITRATE A CONSUMER DISPUTE OR BUSINESS DISPUTE ON AN INDIVIDUAL BASIS AND YOU WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION. We agree to the same limitations set forth in this Section.

21. NO WAIVER

Company's failure to enforce at any time any provision of these Terms does not constitute a waiver of that provision or of any other provision of these Terms. All rights not expressly granted under these Terms are hereby reserved for Company.

23. COMPLIANCE WITH LAWS AND REGULATIONS

These Terms are intended to comply with all applicable state and federal laws, rules, and regulations (collectively, "Laws"). Should Company be notified by any governmental agency or its counsel that a change in the Law causes the parties' performance under this Company to be in violation of the Law or creates a moderate to substantial risk of violation of the Law, Company shall amend these Terms in all respects necessary to comply with such Laws.

The Terms were last updated on ___10/1/2020___, 2020.