

TERMS AND CONDITIONS

These TERMS AND CONDITIONS (this “*Agreement*”) concern the www.Sympliact.com website (together with its pages, features, and functions, the “*Site*”) and the Sympliact mobile application that links to this Agreement (together with its sections, features, and functions, the “*App*”) and all associated services described further below (the “*Services*”). This Agreement is made and entered into by and between you, and any person helping you visit, access, register with or use the Site, the App or the Services (collectively, “*you*” or “*your*”), on the one side, and Sympliact, Inc. (“*Sympliact*”), on the other side. You and Sympliact are sometimes referred to herein, individually, as a “*Party*” and, collectively, as the “*Parties*.”

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SITE, THE APP OR THE SERVICES BECAUSE IT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN YOU AND SYMPLIACT. **THIS INCLUDES THE “DISPUTE RESOLUTION” CLAUSE CONTAINED IN THIS AGREEMENT, WHICH PROVIDES FOR BINDING ARBITRATION AND WAIVERS OF JURY TRIALS AND CLASS ACTIONS.**

YOU ARE AUTOMATICALLY ACCEPTING AND AGREEING TO THE MOST RECENT VERSION OF THIS AGREEMENT WHENEVER YOU CREATE, REGISTER WITH OR LOG INTO AN ACCOUNT ON OR THROUGH THE SITE OR THE APP. SIMILARLY, YOU ARE AUTOMATICALLY ACCEPTING AND AGREEING TO THE MOST RECENT VERSION OF THIS AGREEMENT WHENEVER YOU VISIT, ACCESS, REGISTER WITH, SUBSCRIBE TO OR USE THE SITE, THE APP OR THE SERVICES; AND YOUR CONTINUING VISIT, ACCESS, REGISTRATION WITH, SUBSCRIPTION TO OR USE OF ANY OF THE FOREGOING REAFFIRMS YOUR ACCEPTANCE AND AGREEMENT IN EACH INSTANCE.

IF YOU DO NOT ACCEPT AND AGREE TO THIS AGREEMENT IN ITS ENTIRETY, THEN YOU ARE STRICTLY PROHIBITED FROM VISITING, ACCESSING, REGISTERING WITH, SUBSCRIBING TO OR USING THE SITE, THE APP OR THE SERVICES.

SYMPLIACT MAY SUPPLEMENT, AMEND OR OTHERWISE MODIFY THIS AGREEMENT AT ANY TIME. SUCH MODIFICATIONS WILL BE POSTED ON THIS OR ANOTHER PAGE OF THE SITE OR THE APP, EMAILED TO THE EMAIL ADDRESS ASSOCIATED WITH YOUR USER ACCOUNT (DEFINED BELOW) OR POSTED TO YOUR USER ACCOUNT (DEFINED BELOW), AS APPLICABLE AND AS SYMPLIACT DEEMS APPROPRIATE IN ITS SOLE DISCRETION, AND SUCH MODIFICATIONS SHALL BE DEEMED EFFECTIVE AS OF THEIR STATED EFFECTIVE OR MODIFICATION DATES. IT IS YOUR RESPONSIBILITY TO CAREFULLY REVIEW THIS AGREEMENT AND YOUR USER ACCOUNT (DEFINED BELOW) EACH TIME YOU VISIT, ACCESS, REGISTER WITH, SUBSCRIBE TO OR USE THE SITE, THE APP OR THE SERVICES.

1. Eligibility. The Site, the App, and the Services are offered only to users eighteen (18) years of age or older. By visiting, accessing, registering with, subscribing to or using the Site, the App or the Services, you represent and warrant to Sympliact that you meet these eligibility requirements. You agree to comply with all applicable laws for visiting, accessing, registering with, subscribing to and using the Site, the App and the Services, and for purchasing and using any products or services on or through the Site or the App, and you may only use them for lawful purposes.

2. Privacy.

- a. Privacy Policy. Sympliact respects the privacy of others. Sympliact’s policies concerning the collection and use of your personal information in connection with the Site or the App are set forth in Sympliact’s [PRIVACY POLICY](#), which you should carefully review each time you visit, access, register with, subscribe to or use the Site, the App or the Services.
- b. Express Consent to Privacy Policy. **YOU HEREBY EXPRESSLY CONSENT TO SYMPLIAC T AND ITS AFFILIATED COMPANIES COLLECTING AND USING INFORMATION ABOUT YOU (INCLUDING YOUR PERSONAL AND NON-PERSONAL INFORMATION) AS DISCLOSED IN SYMPLIAC T’S [PRIVACY POLICY](#).**
- c. Express Consent to Services Information. **TO THE EXTENT NOT ALREADY COVERED BY SECTION 2(b) ABOVE, YOU HEREBY EXPRESSLY CONSENT TO SYMPLIAC T’S DISCLOSURE TO ITS AFFILIATED COMPANIES AND OTHER THIRD PARTIES OF INFORMATION THAT IDENTIFIES YOU AS HAVING REQUESTED OR OBTAINED SPECIFIC SERVICES FROM SYMPLIAC T. BY GIVING SUCH CONSENT, YOU AGREE THAT NO SUCH DISCLOSURE SHALL VIOLATE APPLICABLE LAWS, RULES OR REGULATIONS.**

3. Description of Services. The following further describes the Services. Sympliact reserves the right, but not the obligation, to change or otherwise alter the operation, features and content of the Services as Sympliact sees fit in its sole discretion from time to time.

- a. Services. The Services include Sympliact’s provision of a healthcare relationship management communication platform between patients and healthcare providers, which enables users to collect, store, review, and update their health related information and communicate and share such information with such user’s healthcare providers. The Services also include an electronic communications system that allows users to send and receive messages and/or push notifications to and from Sympliact through the Site and/or the App and that can be used by users to schedule healthcare appointments with such users’ healthcare providers. Sympliact reserves the right, but not the obligation, to change or otherwise alter the operation, features, and content of the Services as Sympliact sees fit in its sole discretion from time to time. The healthcare providers (the “*Healthcare Professionals*”) who communicate with users via Sympliact are independent professionals. Sympliact does not practice medicine or any other licensed profession, and Sympliact does not interfere with the practice of medicine or any other licensed profession by the Healthcare Professionals, each of whom is responsible for his or her services and compliance with the requirements applicable to his or her profession and license. Neither Sympliact nor any third parties who promote the Services or provide you with a link to the Services shall be liable for any professional advice you obtain from a Healthcare Professional via the Services.
- b. Relationship. **IN NO EVENT SHALL THIS AGREEMENT, THE PERFORMANCE OF A PARTY’S RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT, THE SITE, THE APP, THE SERVICES, A PARTY’S VISIT TO, ACCESS OF, REGISTRATION WITH OR USE OF THE SITE, THE APP, OR THE SERVICES, OR A PARTY’S OFFERING, MARKETING, PROVISION, PERFORMANCE, ACCEPTANCE OR USE OF ANY PRODUCT OR SERVICE ON, THROUGH OR IN RELATION TO**

THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES) CREATE ANY TYPE OF FIDUCIARY, FRANCHISE, AGENCY, EMPLOYMENT, INDEPENDENT CONTRACTOR, PARTNERSHIP, OR JOINT VENTURE RELATIONSHIP BETWEEN SYMPLIACT, YOU OR ANY OTHER USER OF THE SITE, THE APP, AND/OR THE SERVICES.

4. User Account.

- a. Registration. As explained further herein, to secure the right to access and use the registration-only or subscription-only pages or features of the App or the Services, you must register with and create a personal user account with Sympliact through the Site and/or the App ("*User Account*"), as well as reaffirm your acceptance of and agreement to this Agreement and those additional terms, conditions and policies referenced herein, as Sympliact may require from time to time. As part of the registration or subscription process, you may be required to satisfy certain conditions precedent imposed by Sympliact (including, for example, providing additional information to Sympliact and entering into additional agreements with Sympliact), and paying certain subscription fees or other amounts. Unless otherwise permitted by Sympliact in writing, you may only have one (1) non-transferable User Account.
- b. User Account Activity and Information. You are responsible for all activity that occurs under your User Account and are prohibited from authorizing or allowing any third party to access or use your User Account. Accordingly, you should take all steps necessary to protect and keep secret your User Account details and access information (including your login name and password). You should also maintain accurate, complete, and up-to-date information in your User Account (including, without limitation, maintaining a valid and current email address) because your failure to do so may result in your inability to access, use or receive all or any part of the Site, the App or the Services and/or Sympliact's termination of this Agreement. For the sake of security, you must immediately notify Sympliact if you suspect that a third party has gained access to or is making any use of your User Account without authorization. For the avoidance of doubt, Sympliact has the unencumbered right to access and use, and to allow its agents, employees, representatives, contractors and vendors to access and use, the information in your User Account to facilitate the exercise and performance of Sympliact's rights and obligations under this Agreement, the operation of the Site and/or the App, the provision and performance of the Services and/or any other rights, obligations, operations and services related to the subject matter of this Agreement.
- c. Indemnification. IF YOU FAIL TO COMPLY WITH ANY TERMS OR CONDITIONS OF SECTION 4(b) ABOVE (WHETHER INTENTIONALLY OR UNINTENTIONALLY), THEN YOU ACCEPT FULL RESPONSIBILITY FOR THE CONSEQUENCES THEREOF (INCLUDING, WITHOUT LIMITATION, ANY UNAUTHORIZED CHARGES AND PAYMENTS, ANY UNAUTHORIZED ACCESS TO YOUR PERSONAL OR NON-PERSONAL INFORMATION, UNAUTHORIZED CHANGES TO YOUR USER ACCOUNT INFORMATION AND SETTINGS AND ANY UNAUTHORIZED ACCESS OR USE OF YOUR USER ACCOUNT); AND YOU AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS SYMPLIACT AND SYMPLIACT'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS AND LICENSEES FROM AND

AGAINST ANY AND ALL LIABILITIES, CLAIMS, SUITS, DEMANDS, ACTIONS, JUDGMENTS, LOSSES, DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING COSTS AND REASONABLE OUTSIDE ATTORNEYS' FEES) INCURRED BY OR ASSERTED AGAINST ANY OR ALL SUCH INDEMNITEES, ARISING OUT OF OR IN CONNECTION WITH YOUR FAILURE TO COMPLY WITH ANY OR ALL SUCH TERMS OR CONDITIONS.

5. Your Devices. Certain portions of the Site, the App or the Services may be configured for, and Sympliact may offer the Site, the App or the Services through, certain computers, tablets, smart phones or other electronic devices (“*Devices*”), and this Agreement shall apply with equal force and measure to your visit, access, registration with, subscription to and use of the Site, the App and/or the Services through such Devices. You are responsible for obtaining and updating the Device, software, operating system, carrier and network access necessary to properly visit, access, register with and use the Site, the App and the Services. Sympliact does not guarantee that the Site, the App, the Services or any portions thereof will function on or in connection with any particular Device, software, operating system, carrier or network. If you visit, access, register with, subscribe to or use the Site, the App or the Services through a particular Device, then you hereby acknowledge and agree that information about your use of the Site, the App or the Services through that Device or its carrier or network (such as, by way of example only, the identity of your Device, or your Device’s carrier or network) may be communicated to Sympliact and/or certain third parties (such as, by way of example only, your Device’s carrier or network). **ALL OR ANY PART OF THE VOICE, MESSAGE AND DATA FEES, RATES, CHARGES AND TAXES OF YOUR DEVICE’S CARRIER OR NETWORK, OR ANOTHER THIRD PARTY, MAY APPLY TO YOUR VISIT, ACCESS, REGISTRATION WITH, SUBSCRIPTION TO AND/OR USE OF THE SITE, THE APP AND/OR THE SERVICES. SYMPLIACT IS NOT RESPONSIBLE FOR, AND YOU FURTHER ACCEPT FULL RESPONSIBILITY FOR, ANY AND ALL DEVICE CARRIER AND NETWORK FEES, RATES, CHARGES AND TAXES WHICH MAY APPLY, IF ANY.**
6. Ownership. The Site, the App, the Services, and all elements and derivatives of the foregoing (including, without limitation, all content, information, source codes, object codes, data, instructions, documentation, and expressions), as well as all copyrights, trademarks, trade secrets and other intellectual properties of the foregoing, are owned, licensed or permissibly used by Sympliact. In no event shall you have or retain any rights, titles or interests in or to the foregoing other than those limited rights expressly granted to you under this Agreement. No rights or permissions granted to you under this Agreement are coupled with an interest. Nothing contained in this Agreement shall be construed as a waiver or limitation of Sympliact’s or its licensors’ respective rights and remedies under applicable law.
7. Rights, Permissions, and Consents.
 - a. License of the Site. Subject to the terms and conditions of this Agreement, Sympliact grants you a limited, non-exclusive, personal, freely-revocable, non-transferable, and non-sub-licensable license to access and view the various publicly displayed pages of the Site and the App, and to view the information and content found thereon. If you have a User Account in good standing, then, subject to any associated payment, registration, and subscription obligations imposed by or with the prior consent of Sympliact, said license shall extend to the registration-only or subscription-only pages, features, or functions of the Site, the App or the Services, as applicable. Your unauthorized use of the Site, the App

or the Services, or any breach by you of this Agreement, automatically terminates this license.

- b. License of the App. Subject to the terms and conditions of this Agreement, and any associated payment and registration obligations as imposed by or with the prior consent of Sympliact, if you download a genuine copy of the App to your Device, and if you further acknowledge your acceptance of and agreement to this Agreement, as well as those additional terms, conditions and policies referenced herein, as Sympliact may require from time to time, then Sympliact grants you a limited, non-exclusive, personal, freely-revocable, non-transferable, and non-sub-licensable license to access and use the App on said Device for the purpose of using the App as Sympliact intends for end users of the App. You may not rent, lease, lend, sell, transfer, redistribute, or sublicense the App; and if you sell or otherwise transfer to a third party a Device on which the App is installed, then you must remove the App from such Device before doing so. If you have a User Account (defined below) in good standing, then, subject to any associated payment, registration, and subscription obligations imposed by or with the prior consent of Sympliact, said license shall extend to the subscription-only sections of the App. Your unauthorized use of the Site, the App, or the Services, or any breach by you of this Agreement, automatically terminates this license.
- c. License of the Services. If you have a User Account in good standing, then, subject to the terms and conditions of this Agreement, and any associated payment and registration or subscription obligations imposed by or with the prior consent of Sympliact, Sympliact grants you a limited, non-exclusive, personal, freely-revocable, non-transferable, and non-sub-licensable license to access and use the Services made available on or through the registration-only or subscription-only pages and features of the Site or the App, as applicable, for your personal use of the Services, with such use being limited to the country or other jurisdiction in which you have established your User Account, and with such use being further limited to those geographic areas where Sympliact offers the applicable Services. For the avoidance of doubt, the foregoing license does not grant you any right to reproduce (other than Sympliact-permitted downloads, if any), publicly perform, publicly display, publish, distribute, transmit, or create derivatives of the Services or any elements or derivatives thereof (including, without limitation, any content, information, source codes, object codes, data or documentation found thereon or therein, in whole or in part), and you are prohibited from engaging in any such activities. For the further avoidance of doubt, Sympliact may, from time to time, conduct certain audit, repair, modification or testing activities in relation to the Site, the App, and/or the Services for purposes of developing, operating, improving, researching, troubleshooting, repairing, updating or modifying the foregoing; and Sympliact reserves the right, but not the obligation, to perform such activities without notice to you, and to exclude you from those activities without notice to you. In the event of the termination of this Agreement, the termination or cancellation of your User Account, or your sale or otherwise transfer to a third party of a Device containing any downloads from the Services, whichever is earlier, you must remove from all of your Devices all downloads from the Services to those Devices upon such termination or cancellation or before the time of such sale or other transfer. Your unauthorized use of the Site, the App or the Services, or any breach by you of this Agreement, automatically terminates this license.

- d. License of User Materials. All names, videos, photographs, information, communications, and any other content that you submit to or publish on, through or in relation to the Site, the App or the Services is hereinafter defined as the “*User Materials*.” You hereby grant Sympliact an irrevocable, non-exclusive, royalty-free, fully-paid, transferable, sub-licensable, perpetual and universe-wide license for Sympliact to host, store, reproduce, transmit, distribute, sublicense, communicate, publicly perform, publicly display, archive and otherwise use all or any part of such User Materials and any elements and derivatives thereof in any manner, medium or form, whether now known or hereinafter devised, as Sympliact deems appropriate to offer, perform, provide, and/or operate the Site, the App, the Services, and Sympliact’s businesses, subject only to Sympliact’s outstanding contractual obligations (including, without limitation, its obligations under any Business Associate Agreement with you) and Sympliact’s obligations as a business associate under HIPAA, as applicable.
 - e. Reservation of Rights. Nothing in this Agreement shall restrict or limit Sympliact’s rights, titles or interests in or to the Site, the App, the Services, the User Materials or any elements or derivatives of the foregoing.
 - f. Warnings; Disclaimers. **PLEASE NOTE THAT THE USER MATERIALS MIGHT BECOME THE SUBJECT OF PUBLIC DISCLOSURE. THUS, SYMPLIAC T IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING FROM OR IN CONNECTION WITH, ITS USE OF ANY USER MATERIALS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.**
8. Suspension or Termination of Service; Disclaimer. Sympliact has the right, but not the obligation, to suspend or terminate the function or existence of all or any part of the Site, the App, and/or the Services at any time, and without notice or recourse, as Sympliact deems advisable in its sole discretion. **SYMPLIAC T SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE THAT IS CAUSED BY OR ARISES FROM OR IN CONNECTION WITH ANY SUCH SUSPENSION OR TERMINATION (INCLUDING, WITHOUT LIMITATION AND BY WAY OF EXAMPLE ONLY, REFUNDS, LOST PROFITS, LOST OPPORTUNITIES, MONETARY DAMAGES, DISRUPTION IN OR LOSS OF SERVICE OR LOSS OF CONTENT).**
9. Electronic Communications.
 - a. Express Consent. **YOU HEREBY EXPRESSLY CONSENT TO SYMPLIAC T AND ITS AFFILIATED COMPANIES SENDING YOU ANY TYPE OF ELECTRONIC MESSAGE (INCLUDING, WITHOUT LIMITATION, PUSH NOTIFICATIONS SENT TO YOUR MOBILE DEVICE, MESSAGES SENT TO YOU VIA THE SITE AND/OR THE APP, COMMERCIAL EMAILS (E.G., ADVERTISING OR PROMOTIONAL EMAILS), INFORMATIONAL EMAILS, AND ELECTRONIC NOTICES, UPDATES, AND NEWSLETTERS), WHETHER THROUGH THE SITE, THE APP, THE SERVICES OR YOUR USER ACCOUNT, OR BY EMAIL, ONLINE SOCIAL MEDIA OR ANY OTHER ELECTRONIC MEDIA MEANS OR FORMS. BY GIVING SUCH CONSENT, YOU AGREE THAT NO SUCH COMMUNICATION SHALL VIOLATE THE CAN-SPAM ACT OR ANY OTHER APPLICABLE LAWS, RULES OR REGULATIONS. VOICE, MESSAGE, AND DATA FEES, RATES, CHARGES AND TAXES MAY APPLY TO YOU, AND YOU ARE RESPONSIBLE FOR PAYMENT OF THE SAME.**

- b. Opt-Out. You may opt-out of receiving any electronic messages from Sympliact as described in Section 9(a) above at any time by any reasonable means, including, without limitation and by way of example, by sending an email to support@sympliact.com, with a subject line of “Opt-Out of Electronic Communications.” You may also opt-out of receiving push notifications by deselecting or turning off such feature on your mobile phone settings or the settings of your User Account. You acknowledge that opting out of receiving any such communications may impact your receipt, the success, and/or the performance of all or any part of the Site, the App, your User Account, Sympliact’s products or services (including, without limitation, the Services) and/or your ability to receive certain messages and/or notifications from Sympliact.
10. Submissions. Sympliact does not accept unsolicited materials or ideas for businesses, inventions, content, or the like, and you acknowledge and agree that neither Sympliact, nor any of Sympliact’s content providers nor any other user of the Site or the App (including, without limitation, any company) is responsible or liable to you for the similarity of any information or content submitted, published, provided or made available by you on, through or in relation to the Site, the App, the Services or your User Account.
11. Prohibited Activities. You shall not engage in any of the following activities at any time with respect to the Site, the App or the Services: (a) the impersonation of any person or entity; (b) any act that infringes or otherwise violates the intellectual property, privacy or publicity rights of any person or entity (including, without limitation, the copyrights, trademarks, patents, and trade secrets held by Sympliact or its licensors with respect to the Site, the App or the Services); (c) the reproduction of the Site, the App or the Services or any communications, information or content found thereon or therein, in whole or in part, or the creation of any derivative works of the foregoing (unless expressly authorized by Sympliact herein); (d) the publication of any content that is objectionable or illegal (including, without limitation, content that is indecent, obscene, infringing, an invasion of privacy, defamatory, disparaging, false, deceptive, misleading, untruthful, fraudulent, threatening or abusive); (e) the publication of a person’s or entity’s personal information or private facts without his/her/its prior written consent; (f) the publication of any machine, computer or randomly generated content; (g) supplying or publishing any information or statements on, through or in relation to the Site and/or the App that is false, misleading, deceptive or incorrect; (h) any act intended or designed to drive traffic to or boost the search rankings of third-party websites, networks, platforms, servers or applications; (i) the systematic retrieval or copying of any information or content found on, through or in relation to the Site, the App, the Services or their servers to directly or indirectly create or compile, in whole or in part, a collection, compilation, database or directory; (j) the use of any software, program, process, device, application or routine (including, by way of example only, robots, scrapers, spiders, viruses, spyware and malware) to monitor, copy, disrupt, damage, injure, interfere with or impermissibly access, in whole or in part, the Site, the App, the Services or their servers; (k) any act that involves or concerns decrypting, security bypassing or circumventing, hacking, data mining, data scraping, data harvesting, reverse engineering, decompiling, disassembling, attempting to derive source code, modifying, copying or the like on, through or in relation to the Site, the App, the Services or their servers; (l) any act that overloads, unreasonably disrupts, or unreasonably interferes with the infrastructure of the Site, the App, the Services or their servers; (m) any act that gains or attempts to gain unauthorized access to computer systems, networks, information or materials

on, through or in relation to the Site, the App, the Services or their servers; or (n) any other act that Sympliact becomes aware of and believes in good faith is improper, illegal or harmful to the Site, the App, the Services, their servers, or any person, entity or property.

12. Links to Other Sites, Apps, Networks, Platforms and Servers.

a. Linked Technologies. The Site, the App, the Services and/or any communications sent on, through or as a function thereof may contain links to third-party websites, networks, platforms, servers and/or applications, and, similarly, third-party websites, networks, platforms, servers, applications and/or communications may contain links to the Site, the App and/or the Services (collectively, “*Linked Technologies*”). The Linked Technologies are not under the control of Sympliact. The Site, the App, the Services and any such communications contain the outgoing links as a convenience to you, if for any purpose.

b. Disclaimer About Linked Technologies. SYMPLIACT IS NOT RESPONSIBLE FOR ANY INFORMATION, CONTENT, GOODS, SERVICES, PROMOTIONS, ADVERTISEMENTS, PROGRAMS, CODES OR OTHER ITEMS WHICH MAY BE FOUND ON OR EXCLUDED FROM THE LINKED TECHNOLOGIES (INCLUDING, WITHOUT LIMITATION AND BY WAY OF EXAMPLE ONLY, MALICIOUS SOFTWARE, SPYWARE PROGRAMS, INACCURATE INFORMATION AND ILLEGAL CONTENT). SYMPLIACT DOES NOT MAKE, NOR HAS SYMPLIACT MADE, ANY REPRESENTATIONS OR WARRANTIES (EXPRESS, IMPLIED OR OTHERWISE) CONCERNING THE TERMS OF USE OR SERVICE, PRIVACY POLICIES, AGREEMENTS, INFORMATION, CONTENT, GOODS, SERVICES, PROMOTIONS, ADVERTISEMENTS, PROGRAMS, CODES OR OTHER ITEMS WHICH MAY BE FOUND ON OR EXCLUDED FROM THE LINKED TECHNOLOGIES; NOR SHALL THE FACT THAT THE SITE OR THE APP MAY LINK TO OR FROM ANY LINKED TECHNOLOGIES CONSTITUTE AN AFFILIATION WITH, ASSOCIATION WITH OR ENDORSEMENT OF SUCH LINKED TECHNOLOGIES OR ANY INFORMATION, CONTENT, GOODS, SERVICES, PROMOTIONS, ADVERTISEMENTS, PROGRAMS, CODES OR OTHER ITEMS WHICH MAY BE FOUND ON OR EXCLUDED FROM SUCH LINKED TECHNOLOGIES. IF YOU DECIDE TO ACCESS ANY LINKED TECHNOLOGIES, THEN YOU DO SO AT YOUR OWN RISK.

13. Take Down. Sympliact reserves the right, but not the obligation, to take down or otherwise exclude from the Site and/or the App, without notice or recourse, any communications, names, photographs, information and/or content made or submitted by you or others on or through the Site or the App that Sympliact believes at any time and in its sole discretion to be infringing or otherwise in violation of the proprietary, privacy or publicity rights of any person or entity; plagiarizing; defamatory; disparaging; embarrassing towards any person or entity; disclosing of confidential, private or personal information about or belonging to any person or entity; profane; indecent; obscene; racist, sexist, or otherwise derogatory in terms of race, nationality, religion, gender, gender identification, sexual orientation or otherwise; threatening; abusive; illegal; false; misleading; deceptive; inciting violence; hate speech; and/or a political attack on a group or individual.

14. Copyright Infringement. Sympliact respects the copyrights of others and prohibits users from uploading, posting, distributing, or otherwise transmitting any materials on or through the Site or the App, or from engaging in any activities on or through the Site or the App, which violate the copyrights of others. It is the policy of Sympliact to terminate, and Sympliact reserves the

right to terminate without penalty or recourse, in appropriate circumstances, the right of any subscriber and account holder (which may include, without limitation, you) to access, register with, subscribe to and use the Site and/or the App who is a repeat copyright infringer. If Sympliact becomes aware that a user who is not a subscriber or account holder (which may also include, without limitation, you) is a repeat copyright infringer, then it is the policy of Sympliact to take reasonable steps within its power to terminate, and Sympliact reserves the right to terminate without penalty or recourse, in appropriate circumstances, the right of that user to access and use the Site and/or the App. The following procedures shall apply in the event that you or another person or entity alleges that the reproduction, public performance, public display, digital transmission or other use of a work found on the Site or the App infringes your copyright, the copyright of said person or entity or any other intellectual property right owned by you or said person or entity. These procedures are intended to comply with 17 U.S.C. § 512 and any other applicable laws. By visiting, accessing, registering with, subscribing to or using the Site or the App, you are automatically agreeing to comply with the following procedures.

- a. Takedown Notice (Materials). To report any materials on the Site or the App that violate the copyrights of others, you must send Sympliact a written communication that includes substantially the following:
 - i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
 - iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
 - iv. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
 - v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- b. Takedown Notice (Information Location Tools). To report any information location tools (e.g., hyperlinks) on the Site or the App that refer or link users to an online location containing infringing material or infringing activity, you must send Sympliact a written communication that includes substantially the following:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
 - iii. Identification of the reference or link to material or activity claimed to be infringing, that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate that reference or link;
 - iv. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
 - v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- c. Counter-Notice. If you believe that any material you have uploaded, posted, distributed, or otherwise transmitted on the Site or the App has been removed by mistake or misidentification, and if you have the right to upload, post, distribute or otherwise transmit the material at issue, then you may send Sympliact a written communication that includes substantially the following:
- i. A physical or electronic signature of the user;
 - ii. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
 - iii. A statement under penalty of perjury that the user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
 - iv. The user's name, address, and telephone number, and a statement that the user consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the user's address is outside of the United States, for any judicial district in which the service provider may be found, and that the user will accept service of process from the person who provided notification under 17 U.S.C. § 512(c)(1)(C) or an agent of such person.

- d. Copyright Administrator. The foregoing written communications (*i.e.*, the above-described takedown notice, and the above-described counter-notice) must be sent to the following designated agent of Sympliact:

Sympliact, Inc., ATTN: Copyright Agent, 1505 Emerald Plaza, College Station, TX 77845, tel.: (832) 331-5441, email: privacy@sympliact.com.

15. User Representations, Warranties, and Covenants. You represent, warrant and covenant to Sympliact that: (a) you are a natural person and of eighteen (18) years of age or older; (b) you have read and understand this Agreement in its entirety; (c) you have the full right and authority to enter into and abide by the terms and conditions of this Agreement; (d) you understand and acknowledge that by accepting this Agreement you are giving up certain legal rights and remedies; (e) you voluntarily accept and agree to, and will fully comply with, the terms and conditions of this Agreement; (f) you will not violate any applicable international, federal, state or local laws which may concern the Site, the Site's servers, the App, the Services or any information, communications or content found on or through them; (g) you are the exclusive owner of all rights, titles and interests in and to the User Materials (including, without limitation, all copyrights, trademarks, patents, trade secrets, rights of publicity and rights of privacy) and/or, if applicable, have secured all necessary rights and permissions from all subjects depicted in, and all persons and entities who contributed to, the User Materials to allow for your performance and grant of rights hereunder; (h) the User Materials are wholly original to you; (i) the User Materials do not and will not infringe upon or otherwise violate the proprietary, publicity or privacy rights of any person or entity; (j) the User Materials do not and will not defame, disparage, embarrass or disclose confidential, private or personal information about or belonging to any person or entity; (k) nothing contained in the User Materials is or will be, or contains or will contain, links to material that is profane, indecent, obscene, threatening, abusive, illegal, false, misleading or any form of spam, malware, virus, bug, bot, spyware or other malicious or tracking technology; (l) Sympliact is not required to seek the permission of or compensate any third party to exercise any of the rights granted by you under this Agreement; (m) no obligation, disability, agreement or adverse claim exists that may restrict your performance or grant of rights hereunder; (n) all information you provide to Sympliact in connection with your access or use of the Site, the App and the Services is truthful and accurate; and (o) you are not listed on any United States government list of prohibited or restricted parties.

16. Disclaimers and Limitations.

- a. General Disclaimer. YOUR VISIT, ACCESS, REGISTRATION WITH, SUBSCRIPTION TO OR USE OF THE SITE, THE APP AND/OR ANY PRODUCTS OR SERVICES MADE AVAILABLE TO YOU ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES) IN ANY WAY IS DONE AT YOUR OWN RISK. THE SITE, THE APP, THOSE PRODUCTS AND SERVICES, THE SUCCESS OR PERFORMANCE OF THE SITE, THE APP OR THOSE PRODUCTS AND SERVICES AND ALL INFORMATION, COMMUNICATIONS, CONTENT AND FEATURES OFFERED, MARKETED, SOLD, PROVIDED, LICENSED OR MADE AVAILABLE ON, THROUGH OR IN RELATION TO THE SITE, THE APP OR THOSE PRODUCTS AND SERVICES ARE PROVIDED TO YOU ON AN "AS IS," "WHERE IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. SYMPLIACT DOES NOT MAKE, NOR HAS SYMPLIACT MADE, ANY REPRESENTATIONS OR WARRANTIES OF

ANY KIND OR NATURE (WHETHER DIRECT OR INDIRECT, ORAL OR WRITTEN, OR EXPRESS OR IMPLIED) TO YOU WITH RESPECT TO THE SITE, THE APP, THOSE PRODUCTS AND SERVICES, ANY SUCH INFORMATION, COMMUNICATIONS, CONTENT AND FEATURES OR THEIR SUCCESS, PERFORMANCE, FUNCTIONALITY, QUALITY, COMPLETENESS, ACCURACY, RELIABILITY, MARKETABILITY OR SAFETY. SYMPLIAC EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS WARRANTIES, IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD FAITH AND FAIR DEALING, TITLE, NON-INFRINGEMENT, PERFORMANCE, FUNCTIONALITY, QUALITY, COMPLETENESS, ACCURACY, RELIABILITY AND SAFETY) AND WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING, CUSTOM AND USAGE IN TRADE WITH RESPECT TO THE SITE, THE APP, THOSE PRODUCTS AND SERVICES, ANY SUCH INFORMATION, COMMUNICATIONS, CONTENT OR FEATURES AND THEIR SUCCESS, PERFORMANCE, FUNCTIONALITY, QUALITY, COMPLETENESS, ACCURACY, RELIABILITY, MARKETABILITY AND SAFETY. SYMPLIAC DOES NOT MAKE, NOR HAS SYMPLIAC MADE, ANY AFFIRMATION OF FACT, PROMISE OR WARRANTY (EXPRESS, IMPLIED OR OTHERWISE) RELATING TO THE SITE, THE APP, THE SERVICES, ANY SUCH INFORMATION, COMMUNICATIONS, CONTENT OR FEATURES OR THEIR SUCCESS, PERFORMANCE, FUNCTIONALITY, QUALITY, COMPLETENESS, ACCURACY, RELIABILITY, MARKETABILITY OR SAFETY THAT EXTENDS BEYOND THE FACE OF THIS AGREEMENT OR THAT HAS BECOME ANY BASIS OF ANY BARGAIN.

- b. Disclaimer about Content on the Site and the App. None of the content on the Site and/or the App (other than certain information you receive from Healthcare Professionals) should be considered medical advice or an endorsement, representation, or warranty that any particular medication or treatment is safe, appropriate, or effective for you. Sympliact does not market, advertise, or provide commercial sponsorship for the products, goods, or services of any third party and has no financial arrangements with any third party to advertise, market, or provide commercial sponsorship of specific products, goods, or services.
- c. Disclaimer About Products and Services. **ALL DESCRIPTIONS, IMAGES, REFERENCES, FEATURES, CONTENT, SPECIFICATIONS, PRODUCTS AND PRICES OF ANY PRODUCTS OR SERVICES OFFERED ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES) ARE SUBJECT TO CHANGE AT ANY TIME AND WITHOUT NOTICE TO YOU. THE INCLUSION OF ANY PRODUCTS OR SERVICES ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES) DOES NOT IMPLY OR WARRANT THAT THEY ARE OR WILL BE AVAILABLE. IT IS YOUR RESPONSIBILITY TO ASCERTAIN AND OBEY ALL APPLICABLE LOCAL, STATE, FEDERAL AND INTERNATIONAL LAWS (INCLUDING MINIMUM AGE REQUIREMENTS) IN REGARD TO THE RECEIPT, POSSESSION, USE AND SALE OF ANY PRODUCT OR SERVICE ORDERED OR PURCHASED ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES). SYMPLIAC RESERVES THE RIGHT, WITH OR WITHOUT PRIOR NOTICE TO YOU, TO DO ANY ONE OR MORE OF THE FOLLOWING: (I) LIMIT THE AVAILABLE QUANTITY OF OR DISCONTINUE ANY SUCH PRODUCT OR SERVICE; (II) IMPOSE CONDITIONS ON THE HONORING OF ANY COUPON, COUPON CODE, PROMOTIONAL CODE OR OTHER SIMILAR PROMOTION; (III) BAR YOU FROM MAKING OR COMPLETING ANY TRANSACTION ON, THROUGH OR IN RELATION**

TO THE SITE, THE APP OR THE SERVICES; AND (IV) REFUSE TO PROVIDE YOU WITH ANY SUCH PRODUCT OR SERVICE.

- d. **Disclaimer About System Delays.** YOU UNDERSTAND AND ACKNOWLEDGE THAT THE SITE, THE APP AND/OR THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND/OR OTHER PROBLEMS INHERENT IN THE USE OF THIRD-PARTY COMMUNICATION NETWORKS AND FACILITIES THAT ARE OUTSIDE OF SYMPLIACT'S CONTROL. ACCORDINGLY, SYMPLIACT SHALL NOT BE RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS, ANY DELAYS, FAILURES, LOSSES, INJURIES, LIABILITIES OR DAMAGES ASSOCIATED WITH THE SITE, THE APP AND/OR THE SERVICES THAT RESULT FROM ANY SYSTEM DELAYS, DOWNTIMES, INTERRUPTIONS OR OTHER FAILURES OF OR PROBLEMS WITH THE SITE, THE APP AND/OR THE SERVICES THAT ARE OUTSIDE OF SYMPLIACT'S CONTROL (INCLUDING, WITHOUT LIMITATION, SCHEDULED MAINTENANCE OR NETWORK FAILURE).
- e. **Disclaimer About Certain Information, Communications and Content.** ANY OPINIONS, ADVICE, REVIEWS, STATEMENTS, OFFERS OR OTHER INFORMATION, COMMUNICATIONS OR CONTENT FOUND ON, THROUGH OR IN RELATION TO SYMPLIACT, THE SITE, THE APP, THE SERVICES OR ANY THIRD-PARTY PROVIDERS (INCLUDING, WITHOUT LIMITATION, ONLINE FORUMS, OTHER WEBSITES, ADVERTISEMENTS, AND SOCIAL MEDIA PAGES) ARE THOSE OF THEIR RESPECTIVE AUTHORS, AND NOT NECESSARILY THOSE OF SYMPLIACT; THUS, THEY SHOULD NOT NECESSARILY BE RELIED UPON. SUCH AUTHORS ARE SOLELY RESPONSIBLE FOR THE ACCURACY OF SUCH INFORMATION, COMMUNICATIONS OR CONTENT. SYMPLIACT DOES NOT GUARANTEE, ADOPT OR ENDORSE THE ACCURACY, COMPLETENESS, RELIABILITY OR USEFULNESS OF ANY SUCH INFORMATION, COMMUNICATIONS OR CONTENT, EVEN IF SYMPLIACT IS THE AUTHOR. SYMPLIACT IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS, RELIABILITY OR USEFULNESS OF ANY SUCH INFORMATION, COMMUNICATIONS OR CONTENT. UNDER NO CIRCUMSTANCES SHALL SYMPLIACT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY LOSS OR DAMAGE CAUSED BY OR ARISING FROM OR IN CONNECTION WITH YOUR RELIANCE ON ANY SUCH INFORMATION, COMMUNICATIONS OR CONTENT.
- f. **Disclaimer About User Activities.** YOU UNDERSTAND AND ACKNOWLEDGE THAT ANY USER STATEMENTS OR ACTIVITIES SUBMITTED ON, THROUGH, OR IN RELATION TO THE SITE, THE APP, THE SERVICES, AND/OR SYMPLIACT'S ONLINE SOCIAL MEDIA PAGES OR ANY OF THE LINKED TECHNOLOGIES ARE PROVIDED BY THIRD PARTIES OVER WHOM SYMPLIACT DOES NOT HAVE CONTROL. SYMPLIACT DOES NOT ACTIVELY SCREEN OR CENSOR ANY SUCH USER ACCOUNTS OR OTHER USER STATEMENTS OR ACTIVITIES ON, THROUGH OR IN RELATION TO THE SITE, THE APP OR THE SERVICES. AS PREVIOUSLY STATED, SYMPLIACT MERELY PROVIDES A TECHNOLOGY PLATFORM FOR USERS, AND SYMPLIACT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE ABOUT ANY SUCH USER ACCOUNTS OR OTHER USER STATEMENTS OR ACTIVITIES. SYMPLIACT DOES NOT HAVE ANY OBLIGATION TO SCREEN ANY SUCH USER ACCOUNTS OR OTHER USER STATEMENTS OR ACTIVITIES, THOUGH SYMPLIACT MAY EXCLUDE OR REMOVE ANY USER ACCOUNT OR OTHER USER STATEMENTS OR ACTIVITIES FROM THE SITE, THE APP, THE SERVICES, OR SYMPLIACT'S ONLINE SOCIAL MEDIA PAGES AS IT DEEMS APPROPRIATE IN ITS SOLE DISCRETION FOR ANY OR NO REASON. SYMPLIACT CANNOT CONFIRM THE ACCURACY OR COMPLETENESS OF ANY SUCH USER STATEMENTS OR ACTIVITIES SUBMITTED ON OR THROUGH THE SITE, THE APP OR

THE SERVICES, AND SYMPLIACT ASSUMES NO RESPONSIBILITY FOR, AND DISCLAIMS ANY AND ALL LIABILITY IN RELATION TO, THE CONTENT, ACCURACY, COMPLETENESS, LEGALITY, RELIABILITY OR AVAILABILITY OF ANY USER STATEMENTS OR ACTIVITIES (INCLUDING, WITHOUT LIMITATION, ANY COMMUNICATIONS SENT TO YOU BY OTHER USERS IN CONNECTION THERETO).

- g. **Limitation of Liability.** IN NO EVENT SHALL SYMPLIACT OR ANY OF SYMPLIACT'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS OR LICENSEES BE HELD LIABLE TO (OR BE OBLIGATED TO INDEMNIFY) YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LEGAL COSTS, ATTORNEYS' FEES, LOST PROFITS, REPLACEMENT COSTS OR REPAIR COSTS) CAUSED BY OR ARISING FROM OR IN CONNECTION WITH: (I) YOUR VISIT, ACCESS, REGISTRATION WITH, SUBSCRIPTION TO OR USE OF THE SITE, THE APP OR THE SERVICES, OR YOUR INABILITY TO VISIT, ACCESS, REGISTER WITH, SUBSCRIBE TO OR USE THE SITE, THE APP OR THE SERVICES; (II) ANY PRODUCTS OR SERVICES MADE AVAILABLE ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES); (III) ANY STATEMENTS, CONTENT OR CONDUCT OF ANY THIRD PARTY ON, THROUGH OR IN RELATION TO THE SITE, THE APP OR ANY SUCH PRODUCTS OR SERVICES; (IV) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR PERSONAL INFORMATION; (V) ANY HACKING, DENIAL OF SERVICE ATTACKS, DATA SECURITY BREACHES OR OTHER THIRD-PARTY CONDUCT THAT MAY LEAD TO A COMPROMISE OF YOUR PERSONAL INFORMATION OR DAMAGE TO YOUR DEVICE(S), SOFTWARE, OPERATING SYSTEM(S), FILE(S), CARRIER(S), NETWORK(S) OR USER ACCOUNT; (VI) ANY TRANSMISSION, DOWNLOAD OR INFECTION OF ANY SOFTWARE, SYSTEM, PROGRAM, FILE, PROCESS, DEVICE, APPLICATION OR ROUTINE (INCLUDING, WITHOUT LIMITATION AND BY WAY OF EXAMPLE ONLY, ROBOTS, SCRAPERS, SPIDERS, VIRUSES, SPYWARE AND MALWARE) THAT MAY LEAD TO A COMPROMISE OF YOUR PERSONAL INFORMATION OR DAMAGE TO YOUR DEVICE(S), SOFTWARE, OPERATING SYSTEM(S), FILE(S), CARRIER(S), NETWORK(S) OR USER ACCOUNT; (VII) THE FACT THAT YOU HAVE RELIED ON ANY INFORMATION, CONTENT OR COMMUNICATIONS PUBLISHED ON, THROUGH OR IN RELATION TO THE SITE, THE APP OR ANY SUCH PRODUCTS OR SERVICES; OR (VIII) ANY ACTS, ERRORS OR OMISSIONS OF ANY THIRD-PARTY PROVIDERS. IF YOU ARE DISSATISFIED WITH THE SITE, THE APP OR ANY PRODUCTS OR SERVICES OFFERED, SOLD, LICENSED OR MADE AVAILABLE ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES), THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR ACCESS AND USE OF THE SITE, THE APP AND SUCH PRODUCTS AND SERVICES.
- h. **No Injunctive Relief.** IF SYMPLIACT BREACHES OR OTHERWISE VIOLATES THIS AGREEMENT, THEN YOU SHALL NOT BE ENTITLED TO SEEK OR OBTAIN, AND YOU DO HEREBY WAIVE, ANY TYPE OF INJUNCTIVE RELIEF AGAINST THE SITE, THE APP AND/OR ANY PRODUCTS OR SERVICES MADE AVAILABLE ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES) AS A RESULT OF SUCH BREACH OR OTHER VIOLATION. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING LIMITATION ON INJUNCTIVE RELIEF DOES NOT LIMIT YOUR ABILITY TO SEEK OR RECOVER ANY MONETARY REMEDIES AUTHORIZED BY LAW IN THE EVENT OF ANY SUCH

BREACH OR OTHER VIOLATION (EXCEPT FOR THOSE WHICH ARE OTHERWISE EXPRESSLY PRECLUDED BY THIS AGREEMENT).

- i. Limitation of Remedies. IF SYMPLIAC T BREACHES OR OTHERWISE VIOLATES THIS AGREEMENT, THEN IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, SPECULATIVE OR PUNITIVE DAMAGES ARISING OUT OF OR IN RELATION TO SUCH BREACH OR OTHER VIOLATION, EVEN IF SYMPLIAC T HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES; AND IN NO EVENT SHALL SYMPLIAC T'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF SUBSCRIPTION FEES, IF ANY, THAT YOU HAVE ACTUALLY PAID DIRECTLY TO SYMPLIAC T UNDER THIS AGREEMENT WITHIN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF SUCH BREACH, IF ANY, OR OTHER VIOLATION OF THIS AGREEMENT, OR THE NON-SUBSCRIPTION AMOUNT PAID BY YOU TO PURCHASE ANY PRODUCTS OR SERVICES THAT ARE THE SUBJECT OF THE DISPUTE, CONTROVERSY OR CLAIM, IF ANY.
 - j. Consumer Protections. The disclaimers and limitations set forth in this Section 16 are not intended to limit liability or alter your rights as a consumer that cannot be limited or altered under applicable law.
17. General Release of Claims. **YOU HEREBY RELEASE AND HOLD HARMLESS SYMPLIAC T AND SYMPLIAC T'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS AND LICENSEES FROM AND AGAINST ALL CLAIMS THAT YOU HAVE OR MAY HAVE AGAINST THEM FOR INFRINGEMENT, VIOLATION OF THE RIGHTS OF PRIVACY OR PUBLICITY, DEFAMATION, DISPARAGEMENT, UNPAID BENEFITS, UNPAID WAGES, OVERTIME, DISCRIMINATION, PERSONAL INJURY, PROPERTY DAMAGE, NEGLIGENCE AND/OR ANY OTHER LEGAL THEORY ARISING FROM OR IN CONNECTION WITH THE SITE, THE APP, THE PRODUCTS OR SERVICES MADE AVAILABLE ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES) AND/OR THE RIGHTS AND PRIVILEGES GRANTED OR CONVEYED BY YOU UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THOSE RIGHTS AND PRIVILEGES RELATING TO THE USER MATERIALS AND/OR ANY ELEMENTS, DERIVATIVES OR MARKETING OF THE FOREGOING). FURTHER, YOU WAIVE YOUR RIGHT TO (AND IN NO EVENT SHALL YOU SEEK TO) ENJOIN SYMPLIAC T, ANY OF SYMPLIAC T'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS OR LICENSEES OR EXERCISE ANY OF THE RIGHTS OR PRIVILEGES GRANTED OR CONVEYED BY YOU UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE USER MATERIALS).**

YOU ALSO HEREBY WAIVE ANY RIGHTS YOU MAY HAVE UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE AND ANY OTHER STATUTE OR COMMON LAW PRINCIPLE OF SIMILAR EFFECT, WHICH PROVIDES:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF

**KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
OR HER SETTLEMENT WITH THE DEBTOR.**

18. **Indemnification.** YOU HEREBY AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS SYMPLIAC AND SYMPLIAC'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS AND LICENSEES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, SUITS, DEMANDS, ACTIONS, JUDGMENTS, LOSSES, DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING COSTS AND REASONABLE OUTSIDE ATTORNEYS' FEES) INCURRED BY SUCH INDEMNITEES, OR ASSERTED AGAINST SUCH INDEMNITEES BY THIRD PARTIES, ARISING OUT OF OR IN CONNECTION WITH (A) YOUR ACTS, ERRORS OR OMISSIONS, (B) YOUR USE OF THE SITE, THE APP OR ANY PRODUCTS OR SERVICES MADE AVAILABLE ON, THROUGH OR IN RELATION TO THE SITE OR THE APP (INCLUDING, WITHOUT LIMITATION, THE SERVICES) IN ANY MANNER CONTRARY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, (C) YOUR VIOLATION OF THE RIGHTS OF OR OTHER INJURY TO ANY THIRD PARTY, AND/OR (D) YOUR BREACH OF ALL OR ANY PART OF THIS AGREEMENT.
19. **Term; Termination; Survival.** This Agreement shall continue and remain in effect until it is terminated in accordance with the terms and conditions of this Agreement. Sympliac may terminate this Agreement at any time, for any or no reason, and without notice to you (including, without limitation, if Sympliac believes that you have violated or acted inconsistently with any term or condition of this Agreement). You may terminate this Agreement at any time and for any or no reason by cancelling your User Account or applicable subscriptions with Sympliac. If this Agreement is terminated for any reason, then all rights granted to you under this Agreement shall automatically revert back to Sympliac, and the following shall survive in perpetuity: (a) all defined terms under this Agreement; (b) all rights and privileges under this Agreement which were granted to and/or accrued in favor of Sympliac and/or any of Sympliac's officers, directors, members, managers, owners, partners, agents, employees, representatives, parents, subsidiaries, affiliates, successors, trustees, assigns, transferees, contractors, vendors or licensees as of the date of this Agreement's termination; (c) all payments which accrued as of the date of termination; (d) all disclaimers, limitations of liability and limitations of remedies; and (e) all representations, warranties, covenants, certifications, releases, indemnifications and promises made by you under this Agreement.
20. **Governing Law.** This Agreement, the additional terms, conditions and policies referenced herein (including Sympliac's [PRIVACY POLICY](#)), your visit, access, registration with, subscription to or use of the Site or the Services, any transactions made on, through or in relation to the Site, the App, any products or services purchased on, through or in relation to the Site or the App (including, without limitation, the Services), the Parties' relationship and all disputes, controversies and claims arising from or in connection with any of the foregoing (whether grounded in contract, tort, statute, law, or equity) shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Texas in the United States of America and applicable federal law of the United States of America, regardless of its place of execution, its place of performance, and any conflicts of law analysis. For the avoidance of any doubt, the United Nations Convention on Contracts for the International Sale of Goods shall have no application whatsoever to this Agreement and the subject matter hereof.

21. Dispute Resolution.

- a. Binding Arbitration; Waiver. Each Party hereby irrevocably submits all disputes, controversies and claims arising from or concerning this Agreement, any additional terms, conditions or policies referenced in this Agreement (including Sympliact's [PRIVACY POLICY](#)), your visit, access, registration with, subscription to or use of the Site or the Services, any transactions made on, through or in relation to the Site, the App, any products or services purchased on, through or in relation to the Site or the App (including, without limitation, the Services) and/or the Parties' relationship (whether grounded in contract, tort, statute, law or equity) (collectively, the "**Dispute(s)**") to binding arbitration administered by Judicial Arbitration and Mediation Services, Inc. (a/k/a JAMS) or its successor ("**JAMS**") for the resolution thereof, and such arbitration shall be the sole and exclusive method for resolving the Disputes; this Agreement; the additional terms, conditions, and policies referenced herein (including, without limitation, Sympliact's [PRIVACY POLICY](#)); your purchase or use of any products or services offered, sold, marketed, or provided on, through or in relation to the Site or the App (including, without limitation, personal information and non-personal information); all content found on, through or in relation to the Site or the App; all information, communications and statements made on, through or in relation to the Site or the App (including, without limitation, your express consent to Sympliact sending or otherwise communicating with you via any electronic means or forms, e.g., email, telephone and text message); and/or the Parties' relationship. The arbitration shall be binding, final and confidential. **EACH PARTY ACKNOWLEDGES AND AGREES THAT HE/SHE/IT IS WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS THE MEMBER OF A CLASS IN ANY PURPORTED CLASS ACTION PROCEEDING.**
- b. Arbitration Rules. The arbitration shall be conducted before a single arbitrator under the then-current JAMS Comprehensive Arbitration Rules & Procedures (the "**JAMS Rules**"), as supplemented by the Federal Rules of Civil Procedure and the Federal Rules of Evidence if and where applicable as a gap-filler. If there is any conflict between a provision of the JAMS Rules, the Federal Rules of Civil Procedure, the Federal Rules of Evidence, or this Agreement, then the conflicting provision of this Agreement shall control and govern over the JAMS Rules, the Federal Rules of Civil Procedure and the Federal Rules of Evidence, and the JAMS Rules shall control and govern over the Federal Rules of Civil Procedure and the Federal Rules of Evidence. The construction, interpretation, and enforcement of this Section 21 is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.*
- c. Arbitration Process, Location, and Procedures. The Party initiating the arbitration proceeding shall serve a written notice of arbitration on the other Party in accordance with the JAMS Rules. The arbitration shall be held in College Station, Texas, United States of America. The arbitration shall be conducted in the English language. The arbitrator shall be selected in accordance with the JAMS Rules, unless otherwise agreed to by the parties to the arbitration. All issues or questions concerning either the scope of this arbitration clause or the arbitrability of any of the Disputes shall be referred to and finally decided by the arbitrator. The arbitrator may construe or interpret, but shall not vary or ignore, the terms and conditions of this Agreement and shall be bound by applicable law.

- d. Arbitration Decisions and Awards. The arbitrator shall render a written final decision on the subject Dispute as soon as practicable and, in any event, not more than forty-five (45) calendar days after the close of evidence and briefing. The arbitrator's decision shall be written, shall be in accordance with applicable law, and shall be supported by written findings of fact and conclusions of law setting forth the basis for his/her decision. The arbitrator shall have no authority to award punitive, exemplary or consequential damages, unless such an award is authorized by applicable law. The arbitrator shall have the authority to award attorney fees and expenses if such an award is permitted under this Agreement or applicable law. Subject to any applicable rights of appeal, the final decision of the arbitrator shall be binding and conclusive upon all of the Parties who have been served with proper written notice of the arbitration proceeding as required by this Section 21. Judgment on any award rendered by the arbitrator may be confirmed in any state or federal court having jurisdiction thereof that is located in the State of Texas, United States of America, and may be entered in and enforced by any domestic, foreign, or international court having appropriate subject matter jurisdiction. Any decision, judgment, ruling, finding, award or other determination of the arbitrator and any information disclosed in the course of any arbitration hereunder shall be kept confidential by the Parties, and any court order to enforce the decision, judgment, ruling, finding, award or other determination of the arbitrator shall be filed under seal.
- e. Arbitration Fees and Expenses. JAMS's administrative and filing fees, the arbitrator's fees and expenses and all other fees and expenses charged by JAMS and/or the arbitrator to administer or conduct the arbitration shall be shared equally among all parties to the arbitration; provided, however, that the prevailing party of the arbitration may recover an award of its share of such fees and expenses if such an award is permitted under this Agreement or applicable law.
- f. Litigation; Waiver. In the event a particular Dispute is not subject to arbitration (whether by decision of an arbitrator with binding authority, or otherwise according to this Agreement or applicable law), each Party hereby irrevocably submits to the exclusive personal jurisdiction and venue of the state courts of Brazos County, Texas, United States of America and the United States federal courts in the Southern District of Texas, Houston Division for the litigation of said Dispute, and covenants and agrees that neither of the foregoing is an inconvenient venue or forum.
- g. Waiver of Jury Trial and Class Action. **REGARDLESS OF WHETHER A PARTICULAR DISPUTE IS SUBJECT TO ARBITRATION OR LITIGATION, AND TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY DOES HEREBY WAIVE HIS/HER/ITS RIGHT TO A TRIAL BY JURY, TO PARTICIPATE AS THE MEMBER OF A CLASS IN ANY PURPORTED CLASS ACTION OR OTHER PROCEEDING OR TO NAME UNNAMED MEMBERS IN ANY PURPORTED CLASS ACTION OR OTHER PROCEEDINGS.**
22. Notice. Unless otherwise expressly stated in this Agreement, Sympliact may give or deliver all other notices to you by means of a general notice posted on this or another page of the Site and/or the App, as applicable, by email to the email address associated with your User Account or by posting to your User Account, and all such notices shall be deemed effective as of their stated effective dates.

23. Relationship. In no event shall this Agreement, the performance of a Party's rights or obligations under this Agreement, the Site, the App, the Services or a Party's visit to, access of, registration with, subscription to or use of the Site, the App and/or the Services create any type of fiduciary, franchise, agency, employment, independent contractor, partnership or joint venture relationship between you or Sympliact.
24. Additional Terms Applicable to Companies. COMPANIES AND ANY OTHER USER OF THE SITE, THE APP, OR THE SERVICES ARE SOLELY RESPONSIBLE FOR THEIR POSTINGS ON THE SITE AND/OR THE APP.
25. Several Notes About This Agreement and Apple. The following addresses certain matters with respect to Apple Inc. ("**Apple**") and/or the so-called "Usage Rules" set forth in Apple's App Store Terms and Conditions (located at <http://www.apple.com/legal/internet-services/itunes/us/terms.html>) as of the effective date hereof ("**Apple's Usage Rules**"):
- a. Acknowledgement. The Parties hereby acknowledge that:
 - i. this Agreement is between the Parties only and not with Apple;
 - ii. Apple is not responsible for the App or the content thereof;
 - iii. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
 - iv. Apple is not responsible for addressing any claims you or any third party have or may have relating to the App or your possession and/or use of the App, including, without limitation, (i) product liability claims, (ii) any claim that such App fails to conform to any applicable legal or regulatory requirement, (iii) claims arising under consumer production or similar legislation, and (iv) intellectual property infringement claims;
 - v. this Agreement's usage rules for the App are not intended to be less restrictive than Apple's Usage Rules;
 - vi. Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement; and
 - vii. upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary hereof.
 - b. Amended Scope of Limited License – The App. If you download, access or use the App from or through Apple's App Store, then the limited license(s) granted to you hereunder with respect to the App (see Section 7(b) above) is/are hereby amended to add the following restriction: you may not use the App on any device other than the Apple-brand device (e.g., iPhone, iPod Touch, iPad) that you own or control or in any manner that is contrary to Apple's Usage Rules.

26. Additional Terms Applicable to Providers. If you are a medical provider (a “*Provider*”) that will be using Provider-specific features of the Site, the App, or the Services, as applicable, then you shall enter into a separate service agreement with Sympliact that shall govern the terms of such Provider-specific uses. In the event that there is a provision contained in such service agreement that conflicts with the terms of this Agreement, then the conflicting provision contained in such service agreement shall govern and control.

27. Miscellaneous.

- a. Electronic Signatures. IF YOUR ACCEPTANCE OF THIS AGREEMENT IS FURTHER EVIDENCED BY YOUR AFFIRMATIVE ASSENT TO THE SAME (E.G., BY A “CHECK THE BOX” ACKNOWLEDGMENT PROCEDURE), THEN THAT AFFIRMATIVE ASSENT IS THE EQUIVALENT OF YOUR ELECTRONIC SIGNATURE TO THIS AGREEMENT. HOWEVER, FOR THE AVOIDANCE OF DOUBT, YOUR ELECTRONIC SIGNATURE IS NOT REQUIRED TO EVIDENCE OR FACILITATE YOUR ACCEPTANCE AND AGREEMENT TO THIS AGREEMENT, AS YOU AGREE THAT THE CONDUCT DESCRIBED IN THIS AGREEMENT AS RELATING TO YOUR ACCEPTANCE AND AGREEMENT TO THIS AGREEMENT ALONE SUFFICES.
- b. Excused Performance. Sympliact is hereby excused from any failure to perform under this Agreement to the extent that its performance is prevented by any reason outside of its reasonable control or that may be characterized as a force majeure event.
- c. Assignment and Delegation. You shall not assign, delegate, or otherwise transfer any of your rights or obligations under this Agreement without Sympliact’s prior written consent in each instance.
- d. Construction and Interpretation. This Agreement shall be construed to have been drafted by all of the Parties, so that any rule of construction or interpretation that construes or interprets ambiguities against the drafter shall have no force or effect.
- e. Headings. Section headings are inserted in this Agreement for reference and convenience only and shall not interpret, define, limit or describe the scope, intent, terms or conditions of this Agreement.
- f. Severability. If any term or condition of this Agreement is deemed invalid or unenforceable by the arbitrator or (if applicable) a court of law with binding authority, then the remaining terms and conditions shall not be affected, and said arbitrator or court of law shall reform the invalidated or unenforceable term or condition to the maximum extent that is consistent with applicable law and the intent of this Agreement.
- g. Entire Agreement. This Agreement, together with those additional terms, conditions, and policies referenced herein and/or made available herein by hyperlink (including Sympliact’s [PRIVACY POLICY](#)), constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, supersedes any prior agreements and understandings, if any, between the Parties with respect to such subject matter, and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

28. Contact Us. Please direct any questions you may have about the Site, the App, the Services, or this Agreement to support@sympliact.com, with a subject line of “Website Question.” The foregoing contact information may change from time to time by supplementation, amendment, or modification of this Agreement.
29. Last Modified. This Agreement was last modified on, and is dated effective as of, January 30, 2019.