



## **TERMS OF USE AND PRIVACY & POLICY**

**Effective: April 9, 2020**

These Terms of Use and Privacy Policy (collectively the “**Terms**”) are entered into by and between you (“**you**” or “**your**”), and CurbDoc, LLC (“**CurbDoc**,” “**we**,” or “**us**”), and govern your access to and use of the CurbDoc™ mobile application (the “**Mobile Application**”). Both you and CurbDoc are referenced herein individually as a “**Party**” and collectively as the “**Parties**.”

The services that are available through the Mobile Application consist of a technology platform for use by a licensed Medical Doctors, Doctors of Osteopathic Medicine, Physician Assistants, and Advanced Practice Nurse Practitioners (“**Professionals**”). Specifically, the Mobile Application facilitates interactions between Professionals who have been approved by CurbDoc™’s to become a user of its services through the Mobile Application (“**Users**”) for informal consultations (sometimes referred to as “curbside,” “hallway,” “elevator,” or “sidewalk” consults) between Users and assistance generating information for Users to submit to government and private payors. CurbDoc™ act as a conduit between Users through its technology platform. By utilizing the technology platform and Mobile Application, you hereby acknowledge and agree that:

- (i) CurbDoc™ has no control over the conduct of Users;
- (ii) CurbDoc™ is not a provider of health care and does not submit any information for reimbursement to government or professional payors on behalf of Users or itself;
- (iii) CurbDoc™ is not responsible for the accuracy of information submitted by Users to government or private payors and Users remain responsible for its accuracy;
- (iv) CurbDoc™ is not a Covered Entity as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its related regulations and amendments from time to time (collectively, “**HIPAA**”); and
- (v) CurbDoc™ is a technology and mobile application provider.

**PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE MOBILE APPLICATION. THESE TERMS INCLUDE: (A) LIABILITY DISCLAIMERS; (B) LIMITATIONS OF LIABILITY; (C) AN INDEMNIFICATION PROVISION; (D) AN ARBITRATION CLAUSE; (E) A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE FOR ANY DISPUTES; (F) AN A JURY TRIAL WAIVER; AND (G) A CLASS ACTION WAIVER.**

**BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE, ACCEPT, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, PLEASE IMMEDIATELY CEASE USING THE MOBILE APPLICATION. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE MOBILE APPLICATION, OR ANY SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE THROUGH THE MOBILE APPLICATION IS TO STOP USING THE MOBILE APPLICATION AND REMOVE IT FROM YOUR DEVICE.**

### **Acceptance of these Terms of Use and Privacy Policy**

We encourage you to carefully review these Terms before you begin using the Mobile Application. By using the Mobile Application, and any services available on or through Mobile Application, you accept and agree to be legally bound by these Terms. If you do not agree to be bound by these Terms, you must immediately close and delete the Mobile Application and no longer access or otherwise use the Mobile Application. You are prohibited from accessing or otherwise using the Mobile Application unless you are (i) a licensed Medical Doctor, Doctor of Osteopathic Medicine, Physician Assistant, or Advanced Practice Nurse Practitioner in good standing with the applicable licensing board for each state in which you practice, (ii) at least 18 years of age, and (iii) reside in the United States of America. By accessing and using the Mobile Application, you represent and warrant that you are of a legal age to form a binding contract with CurbDoc™ and a User, as applicable, and meet all of the eligibility requirements set forth herein. Notwithstanding the foregoing, CurbDoc™ does not guarantee that every individual meeting the foregoing minimum requirements will be granted User access to its Mobile Application and reserves the right to deny use of the Mobile Application for any non-discriminatory reason and in CurbDoc™’s sole discretion.



### **Geographic Restrictions**

CurbDoc™, as the owner and operator of the Mobile Application, is based in the State of Florida, and within the United States of America. We make no claims or warranties that the Mobile Application, or its contents is accessible or appropriate outside of the United States, and expressly prohibit use of the Mobile Application by individuals not residing in the United States and/or with respect to a User's patient if such patient is located outside of the United States.

### **Revisions to These Terms**

We reserve the right, in our sole and absolute discretion, to make changes, modifications, amendments, and updates to these Terms from time-to-time. All changes shall become effective immediately upon their posting and shall govern all access to and use of the Mobile Application and any services available on the Mobile Application thereafter, unless otherwise required by applicable law. To the extent that a particular change to a term of these Terms concerns dispute resolution, such changes will not apply to any disputes for which the parties have actual notice on or before the change is posted on the Mobile Application. You acknowledge and agree that it is your responsibility to regularly review the Terms to stay informed about any changes hereto since they are binding on you. Your continued use of the Mobile Application after we have posted the revised Terms shall constitute your acceptance of, and agreement to, the changes.

### **Availability of Mobile Application and Account Security**

We retain and reserve the right to withdraw, amend, revise, or update the Mobile Application, including any service, function, or material contained therein, in our sole discretion and without notice. Under no circumstances will we be liable if the entire Mobile Application, or any part thereof, is unavailable at any time or for any period. You are solely responsible for ensuring that all arrangements necessary for you to have and maintain access to the Mobile Application and to make sure that all Users who access the Mobile Application through your internet connection have read and reviewed these Terms and have agreed to comply with them. Some of the functionality and resources available on the Mobile Application will ask that you provide certain information in order to gain access to that functionality and those resources. It is an express condition of your use of the Mobile Application that all information you provide to us is correct, current and complete. You hereby acknowledge and agree that all information that you provide to us is correct, current, and complete. You further acknowledge and agree that all information you provide to us in connection with your registration as either a User is governed by our Privacy Policy set forth in these Terms and you consent to all action that we take as it concerns the information that you provide us, which is handled in accordance with that Privacy Policy.

When you create a username, password and provide us with other pieces of information that are required in connection with the security procedures for establishing a User account, you agree that you shall treat all such information as confidential and that you must not disclose it to any other person or entity. Your account on the Mobile Application is personal to you and you agree not to provide any other person or entity with access to the Mobile Applications, or any portions thereof, using your username, password, or security information. You agree to notify us immediately in the event that you discover or learn of any unauthorized access to or use of your username, password, or any other breach of security. You agree that at the end of each of your sessions on the Mobile Application, that you will exit or otherwise log out of your account so that others cannot view or otherwise gain access to your account from your computing device. CurbDoc™ reserves the right to disable any username, password, at any time and in our sole discretion, if, in our opinion, you have violated any provision of these Terms.

### **Collection of Provider/User Information**

We or our service providers may automatically collect certain information from the device through which you access the Mobile Application. This information may include, but is not limited to, your language preferences, your phone number or other unique device identifier (the International Mobile Equipment Identity or the Mobile Equipment ID number), the IP address of your device, the manufacturer, model and operating system of your device, the name and version of our Mobile Application you are using, information regarding your browser and information that allows us to personalize our Mobile application. We or our service providers may also collect information about how you interact with our Mobile Application and any of our websites to which our Mobile Application links, such as how many times you use a specific part of our Mobile Application, the amount of time you spend using our Mobile Application, how often you use our Mobile Application, actions you take in our Mobile Application and how you engage with our Mobile Application. We may de-identify your information and use,



create, sell and/or commercialize such de-identified information, including De-Identified Health Information, for any purpose not prohibited by applicable law.

We and our service providers may obtain information regarding your location or the location of your device through which you access our Service. Information regarding your location may be obtained directly from you when you provide us with information as part of the registration process.

### **Becoming a User; User Approval and Background Checks**

To register, Providers wishing to become Users of the Mobile Application must complete the enrollment process by providing certain information about themselves and their practices including: the Provider's name, professional license number, NPI, date of birth, gender, address, email, mobile and work phone; the Provider's practice name, address, phone number and fax number; a copy of the Provider's driver's license or other government issued identification, and a user id and password. We may also collect certain optional information, including: middle name or initial, and other contact details, picture and communication preferences. As part of the enrollment process, we may at our discretion choose to provide access to and require use of a third-party background check service provider. Please be advised that CurbDoc™ is not in the business of conducting background checks. CurbDoc™ does not independently verify the information in background checks. Under no circumstances will CurbDoc™ be liable in any way for any background check concerning a User.

### **Disclosure of Information**

We may disclose your information to third parties in connection with the provision of our Service or your Provider's provision of services or as otherwise permitted or required by law. For example, we may disclose your information to: (a) our third-party service providers that provide services such as the hosting of the Service, data analysis, IT services and infrastructure, customer service, e-mail delivery, auditing and other similar services; (b) Providers to schedule and fulfill appointments and provide healthcare services; (c) Providers to whom you send messages through our Service; (d) Providers for treatment, payment or healthcare operations purposes; (e) third parties as we believe necessary or appropriate to comply with applicable laws; and (f) to a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer, liquidation or other disposition of all or any portion of our business, assets or stock with such third party. We may de-identify your information and disclose such de-identified information, including De-Identified Health Information, for any purpose not prohibited by applicable law.

### **Use by Minors**

Our Service is intended for use by individuals who are at least 18 years of age or such older age as may be required by applicable state laws in the jurisdiction in which an individual utilizes the Service. However, if you are a parent or legal guardian of a minor child, you may, in compliance with the Terms of Use, consent to use of our Service by such minor child provided that such minor child is at least 13 years old, or, if such minor child is under the age of 13, you may, in compliance with the Terms of Use, use our Service on behalf of such minor child. Any information you provide us on behalf of your minor child will be treated in accordance with these Terms.

### **Patient Health Information**

The privacy and security of patients' individually identifiable health information provided to CurbDoc™ in connection with use of the Mobile Application may be protected by federal law (HIPAA, the HITECH Act, and their regulations) and state privacy laws, because CurbDoc™ provides services to health care providers. This health information is "protected health information" ("PHI"). PHI may be used and disclosed by CurbDoc™ as necessary to provide services through the Mobile Application, for our own management and operations, to meet our legal obligations, and for any other purpose for which are permitted by law including uses for which patients have given consent. We may share PHI with third parties for these purposes in compliance with applicable law. We may de-identify PHI and aggregate it for purposes of monitoring and improving our products and services, for benchmarking purposes, and to provide customized services or technologies our customers.



## **Security of Your Personal Information**

We have implemented reasonable technical, physical, administrative, and organizational safeguards to protect the information we collect from loss, misuse, and unauthorized access, disclosure, alteration, and destruction. Please be aware that despite our efforts, no data security measures can guarantee 100% security. You should take steps to protect against unauthorized access to your password, phone, and computer by, among other things, signing off after using a shared computer or other device, choosing a robust password that nobody else knows or can easily guess, and keeping your log-in and password private. We are not responsible for any lost, stolen, or compromised passwords or for any activity on your account via unauthorized password activity.

## **Access To My Personal Information**

You may modify registration information that you have submitted by logging into your account and updating your profile information. Please note that copies of information that you have updated, modified or deleted may remain viewable in cached and archived pages of the Mobile Application for a period of time.

## **Use of Professional/User Information**

In connection with providing Mobile Application, we and our affiliates and service providers may use your information, subject to the limitations expressly set forth herein, for a number of purposes, including, but not limited to:

- (a) verifying your identity and administering your user account (“**Account**”), including, if applicable, processing your payments and fulfilling your orders;
- (b) communicating with you about the Mobile Application services or your use of the Mobile Application services;
- (c) to send you reminders and other information related to your use of the Mobile Application;
- (d) providing you User support and responding to your requests or concerns;
- (e) to provide technical support and assistance and for other User service purposes;
- (f) facilitating interactions between you and other Users;
- (g) sending you push notifications (notifications may be enabled or disabled through your device or app settings depending on your device type);
- (h) detecting, preventing, investigating and responding to fraud, intellectual property infringement, violations of Terms, or other misuse of our Mobile Application and the services provided through such Mobile Application;
- (i) provide certain marketing communications or promotional materials relating to the Mobile Application that may be of interest to you; and
- (j) (h) any other use permitted by applicable law.

We may use information regarding your location or the location of your device through which you access the Mobile Application for a number of purposes, including, but not limited to confirming you are located in a jurisdiction in which use of the Mobile Application is offered and permitted by CurbDoc™.

## **How we share your information**

We may share the information that we collect about you, including personally identifiable information, as follows:



- (a) Service Providers. We may disclose the information we collect from you to third party vendors, service providers, contractors or agents who perform functions on our behalf.
- (b) Business Transfers. If we are acquired by or merged with another company, if substantially all of our assets are transferred to another company, or if we are a part of a bankruptcy proceeding, we may transfer the information we have collected from you to the other Company.
- (c) In Response to Legal Process. We also may disclose the information we collect from you in order to comply with the law, a judicial proceeding, court order, or other legal process, such as in response to a subpoena in compliance with applicable privacy laws.
- (d) To Protect Us and Others. We also may disclose the information we collect from you, to the extent permitted by law, where we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person, violations of our Terms of Use or this Policy, or as evidence in litigation in which CurbDoc™ is involved.
- (e) Aggregate and De-Identified Information. We may share aggregate or de-identified information about users with third parties for marketing, advertising, research or similar purposes.

### **Cookies and Third Party Analytics**

We may store cookies (e.g., locally stored objects) in your computer's hard drive when you use the Mobile Application. These devices are used to help us speed up your future activities or to improve your experience by remembering the information that you have already provided to us. Some of our service providers may also use cookies to provide us with anonymous data and information regarding your use of the Service. At your option, you may block or delete devices from your hard drive. However, by disabling such tracking devices, you may not have access all features of the Service. For more about cookies, including links to web browser instructions for disabling and managing such tracking devices, visit <http://www.usa.gov/optout-instructions.shtml>.

In addition, we may use automated devices and applications, such as Google Analytics, MixPanel, and Kissmetrics, which are analytics tools designed to help operators (like CurbDoc™) understand how users (like you) engage with their applications. These third party analytics tools such as Google Analytics use cookies to track your interactions with our Mobile Application and to collect information about how you use the Mobile Application services. We then use the information to compile reports that help us improve the Mobile Application. Third party analytics tools collect, process and create reports about mobile application trends without identifying individual users. For more information regarding Google Analytics visit "How Google uses data when you use our partners' sites or apps" located at [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/).

### **Intellectual Property Rights**

The Mobile Application and its contents, features, functionality, which shall include, without limitation, all information, software, text, graphics, displays, images, videos, audio, animations, and the design, selection, and arrangements thereof, are owned by CurbDoc™, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. These Terms grant you a limited right to use the Mobile Application, as the case may be, for the provision of legitimate health care services. You are strictly prohibited from reproducing, distributing, modifying, creating derivative works from, publicly displaying, publicly performing, republishing, downloading, storing or transmitting the material on our Mobile Application, except that: (1) you may download a single copy of our Mobile Application to your mobile device solely for your own use as a Provider of legitimate health care services, provided you agree to be bound by these Terms, your use of the Mobile Application complies at all times with these Terms, and so long as your use of the Mobile Application has not been terminated by us, (2) your computing device may temporarily store copies of such materials from the Mobile Application incidental to your use of the Mobile Application, and (3) you may store files automatically captured and cached by your internet web browser or mobile device for display purposes. You are strictly prohibited from modifying, deleting or altering any copyright, trademark or other proprietary rights notices from copies of materials from the Mobile



Application.

You hereby acknowledge and agree that all right, title and interest in and to the Mobile Application is reserved to CurbDoc™ and its licensors. Any printing, copying, modifying, downloading, or otherwise engaging in use of any part of the Mobile Application in breach of these Terms shall result in the immediate termination of your rights to use the Mobile Application and under such circumstances, you must, at our option, return or destroy any copies of the materials that you have in violation of these Terms. No right, title, or interest in or to the Mobile Application or any content on the Mobile Application is transferred to you. All rights not expressly granted herein are expressly reserved to CurbDoc™. Any use of the Mobile Application that is not expressly permitted under these Terms is a breach of the Terms and may also violate copyright, trademark, and other laws.

### **Trademarks**

CurbDoc's™ name, logo, and all related names, logos, designs and slogans are trademarks of CurbDoc™ or its licensors. You are prohibited from using such marks without the prior written consent of CurbDoc™. All other names, logos, product and service names, designs, and slogans on the Website and Mobile Application are the trademarks of their respective owners.

### **CurbDoc™ – The Technology Platform**

You hereby acknowledge and agree that the services provided by CurbDoc™ consist of a technology platform that creates an conduit to enable Users to communicate with one another for purposes of informal consultations. CurbDoc™ does not provide any sort of health care services to patients or submit claims for reimbursement to any government or private payors. Accordingly, CurbDoc™ makes no warranties or representations whatsoever about the health care services provided to patients by by any User, the quality of such services, or your interactions and experiences with other Users. CurbDoc™ does not employ any of its Users. CurbDoc™ does not endorse any of its Users.

### **Prohibited Conduct**

Your use of the Mobile Application, and any services available on or through the Mobile Application shall be for lawful purposes and in accordance with these Terms. You hereby acknowledge and agree that you will not use the Mobile Application or any services available on or through the Mobile Application to:

- (1) violate any applicable international, federal, state, or local law or regulation;
- (2) exploit, harm or attempt to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- (3) send, knowingly receive, upload, download, use, or re-use any material that does not comply with these Terms or applicable law;
- (4) transmit, or procure, the sending of, any advertising or promotional material, including any junk mail, chain letter, spam, or other similar solicitation;
- (5) provide us with false information in connection with completing your profile, registering for a Customer or Provider account, or in connection with the services;
- (6) impersonate or attempt to personate CurbDoc™, a CurbDoc™ employee, another Customer, user, or any other person or entity;
- (7) engage in any action or conduct that has the impact of restricting or inhibiting anyone's use or enjoyment of the Mobile Application, or which, as determined by us, may harm CurbDoc™, or users to the Mobile Application, or expose any of the foregoing to liability;
- (8) use the Mobile Application in any manner that could disable, overburden, damage, or impair the Mobile Application or interfere with any other party's use of the Mobile Application;
- (9) use any robot, spider, or other automatic device, process, script or means to access the Mobile Application, for any purpose, including monitoring or copying of any material on the Mobile Application;
- (10) deploy, initiate, or use, any manual process to monitor or copy any of the material on the Mobile Application, or for any other purpose not expressly authorized in these Terms, without our prior written consent;



- (11) use any device, software, script or routine that interferes with the proper working condition of the Mobile Application;
- (12) engage in any action or conduct to stalk, harass, or harm another individual;
- (13) introduce any viruses, Trojan horses, worms, logic bombs, exploits, or any other material or code that is malicious or technologically harmful;
- (14) engage in any action or conduct, or any attempt thereof, to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Mobile Application, the server on which either of the foregoing is stored or utilized, or any server, computer, or database connected to the Mobile Application;
- (15) use or deploy any attack against the Mobile Application via a denial-of-service attack or a distributed denial-of-service attack;
- (16) decompile, disassemble, reverse engineer, or otherwise try to uncover the underlying software or code used to provide the technology platform and the services on the Mobile Application;
- (17) use any means to circumvent the technology on the Mobile Application to procure services outside of the technology platform; or
- (18) otherwise attempt to interfere with the proper functioning of the Mobile Application.

### **Interactions and User Feedback**

Any User feedback ("Feedback") that is provided directly to CurbDoc™, which contains a comment, suggestion for improvement, question, or inquiry, shall be considered non-confidential and non-proprietary. By providing us with Feedback, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns a royalty-free right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such Feedback.

With respect to interactions between you and other Users on the Mobile Application you acknowledge and agree that you are responsible for any communications submit or contribute, and you, not CurbDoc™, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. Under no circumstances will CurbDoc™ have any responsibility or liability to any third party for the content or accuracy of any information exchanged through User interactions by you or any other User of the Mobile Application.

### **Monitoring; Enforcement; Termination**

CurbDoc™ reserves the right, at any time, to:

- Take any action with respect to any User interactions or Feedback that we deem necessary or appropriate, in our sole discretion, including, if we believe such interaction or Feedback is a violation of these Terms, constitutes an infringement of any intellectual property right or other right of any person or entity, threatens the personal safety of User of the Mobile Application the public, or could otherwise create liability for CurbDoc™.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Mobile Application, or interactions that are unlawful or otherwise in violation of these Terms.
- Terminate or suspend your access to all or part of the Mobile Application for any violation of these Terms.

We maintain the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone submitting any materials on or through the Mobile Application, including through interactions. YOU WAIVE, RELEASE, AND HOLD HARMLESS, CURBDOC™ AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We assume no liability for any action or inaction regarding interactions, transmissions, communications, or content provided by any use or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.



### **Hyperlinks from the Website or within the Mobile Application**

To the extent our Mobile Application contains hyperlinks to websites that are owned and controlled by third parties, including social media networks, these hyperlinks are provided for your convenience. We have absolutely no control over the contents of third party websites or their privacy and business practices. We will not be liable or responsible for third party controlled websites or for any loss or damage that may arise from your use of them. Should you decide to access any website that is owned and operated by a third-party, you do so entirely at your own risk.

### **Disclaimer of Warranties**

You hereby acknowledge and agree that CurbDoc™ cannot and does not guarantee or otherwise warrant that files and information available for downloading from the internet and Mobile Application will be free of viruses, malicious code, or other vulnerabilities. You are responsible for implementing sufficient procedures, checkpoints, anti-virus and other safeguards to satisfy your particular requirements for data security protection and an external means for any reconstruction of any lost data.

TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT OR OTHERWISE HARM YOUR COMPUTER EQUIPMENT, COMPUTING DEVICE, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO OUR USE OF THE WEBSITE, MOBILE APPLICATION, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE, MOBILE APPLICATION OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON EITHER, OR ANY WEBSITE LINKED TO EITHER.

YOUR USE OF THE MOBILE APPLICATION, AND THE CONTENTS AND SERVICES THEREIN IS ENTIRELY AT YOUR OWN RISK. THE MOBILE APPLICATION, THE CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE MOBILE APPLICATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. YOU ACKNOWLEDGE, AGREE, AND ACCEPT THAT YOU MAY COME IN CONTACT WITH A THIRD PARTY THAT COULD PRESENT OR IMPOSE A THREAT OF HARM OR OTHER RISK TO YOU OR OTHER THIRD PARTIES IN CONNECTION WITH YOUR USE OF THE MOBILE APPLICATION AND ANY SERVICES MADE AVAILABLE ON OR THROUGH THE MOBILE APPLICATION. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL TAKE REASONABLE PRECAUTIONS IN CONNECTION WITH INTERACTIONS WITH USERS AND ANY THIRD PARTIES AS IT RELATES TO YOUR USE OF THE MOBILE APPLICATION AND ANY SERVICES AVAILABLE THROUGH OR IN CONNECTION WITH THE MOBILE APPLICATION.

NEITHER CURBDOC™ NOR ANY PERSON ASSOCIATED WITH CURBDOC™ MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE, MOBILE APPLICATION, OR THE CONTENT OR SERVICES THEREIN. WITHOUT LIMITING THE FOREGOING, NEITHER CURBDOC™ NOR ANYONE ASSOCIATED WITH CURBDOC™ REPRESENTS OR WARRANTS THAT THE MOBILE APPLICATION, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE MOBILE APPLICATION WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR MOBILE APPLICATION OR THE SERVER THAT MAKES EITHER AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE MOBILE APPLICATION OR ANY SERVICES OBTAINED THROUGH THE MOBILE APPLICATION WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PERMITTED BY LAW, CURBDOC™ HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR USAGE OF TRADE.

CURBDOC™ SHALL HAVE NO LIABILITY FOR ANY (I) DEATH, BODILY PERSONAL INJURY TO ANY PERSON OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES AND/OR MOBILE APPLICATION; (II) ANY VIRUSES, MALICIOUS CODE, BUGS, TROJAN HORSES, OR SIMILAR VULNERABILITIES THAT MAY BE TRANSMITTED USING THE MOBILE APPLICATION, OR ANY CONTENT OR SERVICES AVAILABLE ON OR THROUGH THE MOBILE APPLICATION; AND (III) ANY



ERRORS, MISTAKES, INACCURACIES, OR OTHER INFORMATION POSTED ON THE MOBILE APPLICATION, OR IN CONNECTION WITH ANY SERVICES OFFERED ON OR THROUGH THE MOBILE APPLICATION.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Limitation on Liability**

TO THE MAXIMUM EXTENT PROVIDED BY LAW, IN NO EVENT WILL CURBDOC™, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE MOBILE APPLICATION, ANY WEBSITES LINKED TO THE MOBILE APPLICATION, ANY CONTENT ON THE MOBILE APPLICATION OR SUCH OTHER WEBSITES, THE SERVICES, INCLUDING ANY SERVICES AVAILABLE ON OR THROUGH THE MOBILE APPLICATION, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

IN NO EVENT WILL OUR TOTAL AGGREGATED LIABILITY TO YOU OR ANY THIRD PARTY UNDER THESE TERMS AND FROM ALL CAUSES OF ACTION AND THEORIES OF LIABILITY, EXCEED THE FEES YOU HAVE ACTUALLY PAID IN CONNECTION WITH YOUR USE OF THE MOBILE APPLICATION DURING THE SIX MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY.

### **Indemnification**

You hereby agree to defend, indemnify and hold CurbDoc™, its affiliates, licensors, service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees, including reasonable attorneys' fees and court costs, arising out of or relating to (i) your breach of these Terms, (ii) your use of the Mobile Application, (iii) your use of any services available on or through the Mobile Application, other than as expressly authorized in these Terms, (iv) any transaction or disputes in connection with your use of the services available on or through the Mobile Application with other Users or third parties, and (v) damage to any property or personal injury to third parties caused by you in relation to your use of the Mobile Application.

### **Arbitration**

Any disputes or claims arising from the Mobile Application and these Terms, or use of the Mobile Application, or the services available on or through the Mobile Application, shall be submitted to final and binding arbitration under the most current Commercial Rules of Arbitration of the American Arbitration Association (the "Rules"), applying Florida law. More information on the American Arbitration Association's Commercial Rules, please visit <https://www.adr.org/commercial>.

ALL CLAIMS AND DISPUTES IN CONNECTION WITH THIS ARBITRATION AGREEMENT SHALL BE MADE EXCLUSIVELY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS. CLAIMS BY MORE THAN ONE PARTY CANNOT BE ARBITRATED OR OTHERWISE CONSOLIDATED WITH THOSE OF ANY OTHER PARTY OR PARTIES. To initiate arbitration, the party seeking arbitration must notify the other party in writing that is either hand delivered, sent via certified U.S. mail, or via a recognized national overnight courier, return receipt requested. The foregoing written notice must be delivered to CurbDoc™ prior to the expiration of time for filing claims as set forth in these Terms. The notice must be mailed to the attention of Ravi Patel, CurbDoc, LLC, 6919 N Dale Mabry Hwy.Suite 250Tampa, FL 33614. The notice must include the party's name and mailing address, a name and address of any legal counsel representing the party, the factual and legal basis for the claim(s), and details regarding the remedy sought through the arbitration process.

Each Party to the arbitration shall be responsible for their own attorney's fees, unless the arbitrator determines the claims are frivolous and under such circumstances the Party who did not initiate the arbitration may seek to recover such fees.



Arbitrations conducted under the Terms may be conducted in any manner permissible under the Rules, including in writing or by telephone.

The Arbitrator, which shall be selected in accordance with the Rules, will have the exclusive authority to make determination as to the scope and enforceability of these terms and to resolve disputes in connection with these Terms, the Mobile Application, and any services offered on or through the Mobile Application. The Arbitrator shall have the authority to decide dispositive motions during the arbitration, to award monetary damages and non-monetary relief as would be available to a party under Florida law and the Rules. After the arbitration has taken place in accordance with the Rules, the Arbitrator shall issue the Arbitrator's findings and award in writing, including the calculation of any damages in accordance with these Terms. The award of the Arbitrator shall be final and binding upon the parties and may be entered into any court of competent jurisdiction.

This Arbitration Agreement shall survive the expiration or termination of these Terms.

#### Opt-Out

Notwithstanding the foregoing, you have the right to contact us to indicate your desire to opt-out of the foregoing Arbitration Agreement, by providing written notice, via email, within thirty (30) calendar days of your registration of an account with CurbDoc™. Such written notice must include: (1) your name and address, (2) your username for the CurbDoc™ technology platform, (3) the email address that you used to register your CurbDoc™ account, and (4) a statement that you wish to opt-out of the Arbitration Agreement. By opting out of the Arbitration Agreement, only the Arbitration provision of these Terms will be inapplicable to you.

#### **Class Action Waiver**

You agree that any disputes shall be asserted in your individual capacity and not as a plaintiff or class member in any purported class, representative proceeding or as an association. In addition, we each agree that any disputes shall be litigated only on an individual basis and not in a class, consolidated, or representative action and that the court may award relief (including injunctive relief) only on an individual basis.

#### **Consent to Receive Telephone Calls, Text Messages, E-mails and Other Electronic Communications in Connection with the Services**

In connection with your use of the services as a User of the Mobile Application, you expressly consent to receive and accept telephone calls, text and multi-media messages, e-mail correspondence, and other electronic communications, including those that utilize pre-recorded voice, automatic telephone dialing, automatic text or email generating technology, and other similar systems (collectively, "Communication Systems"), which will use the information you have provided to CurbDoc™, including your email address and telephone number. You hereby expressly acknowledge and consent to allow CurbDoc™ to utilize the foregoing Communication Systems for account administration and customer service purposes. You also represent and warrant to having the requisite authority to approve receipt of communications via the Communication Systems at any telephone or email address that you provide to us in connection with registering for an account. Where you choose to opt-in to receive advertising, marketing, and promotional messages via email, we will also utilize email to send you such advertising, marketing, and promotional communications, which you may opt-out of at any time by following the instructions at the bottom of such communications. Please note these instructions for opting-out of receiving communications will only appear on messages that do not directly relate to the services offered or a transaction through the Mobile Application.

#### **Monitoring and Recording of Telephone Calls and Interactions within the Mobile Application**

Our Mobile Application includes the capability for Users to send text and audio messages, and may in the future allow Users to engage in an audio call that is similar to a telephone call within the Mobile Application (each and collectively, "Interactions"). You hereby agree to allow us to monitor, record, capture and retain the audio and text Interactions for purposes of providing the services, quality assurance, training, customer service, and account administration purposes.

#### **Protected Health Information**



CurbDoc™ is not a “covered entity” under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its related regulations and amendments from time to time (collectively, “**HIPAA**”), however, you and/or your employer may be a “covered entity” and therefore subject to the provisions of HIPAA covering in part how you use and disclose your patient’s “protected health information” as defined by HIPAA (“**PHI**”). CurbDoc™ may be a “business associate” under HIPAA, thus, CurbDoc™’s use and disclosure of any PHI through the Mobile Applicable under this Privacy Policy will be limited as and to the extent required under HIPAA, related state-specific privacy laws and regulations and the business associate agreement, if any, by and between you and CurbDoc™. Any information that does not constitute PHI may be used or disclosed in any manner permitted under this Privacy Policy. PHI does not include information that has been de-identified in accordance with HIPAA (“**De-Identified Health Information**”).

### **Governing Law and Jurisdiction**

All matters relating to the Website, Mobile Application, any services available on or through the Website or Mobile Application, and these Terms shall be governed by and construed in accordance with the laws for the State of Florida, without giving effect to any choice or conflict of law provision or rule. For disputes that are not subject to arbitration in accordance with these Terms, any legal suit, action or proceeding arising out of or related to the Website, Mobile Application, these Terms, and any services available on or through the Website or Mobile Application shall be brought exclusively in the state and federal courts in and for Pinellas County, Florida, which the parties agree shall have exclusive jurisdiction and venue for such disputes.

### **Waiver of Jury Rights**

YOU HEREBY ACKNOWLEDGE AND AGREE TO WAIVE ANY CONSTITUTIONAL AND STATUORY RIGHT YOU MAY HAVE UNDER ANY APPLICABLE LAW TO MAINTAIN A LAWSUIT IN A COURT AND BEFORE A JUDGE AND JURY. CURBDOC™ ALSO WAIVES THIS RIGHT.

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR IN RELATION TO THESE TERMS OF USE, THE WEBSITE, MOBILE APPLICATION, OR THE SERVICES AVAILABLE ON OR THROUGH THE WEBSITE OR MOBILE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION GIVING RISE TO THE CLAIM ACCRUES OR OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM SHALL BE PERMANENTLY AND FOREVER BARRED.

### **Waiver**

No waiver by CurbDoc™ of any term or condition in these Terms shall be construed as a further or continuing waiver of such term or condition, or a waiver of any other term or condition. Any failure by CurbDoc™ to assert a right or provision afforded CurbDoc™ under these Terms shall not constitute a waiver of such right or provision in the future.

### **Severability**

Should any provision within these Terms be found by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent that the remaining provision of these Terms will continue in full force and effect.

### **Entire Agreement**

These Terms, the Privacy Policy, and Cookie Policy constitute the sole and entire agreement between you and CurbDoc™ regarding the Website, Mobile Application, and the services available on or through the Website or Mobile Application and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website, Mobile Application, and the services available on or through the Website or Mobile Application.

### **Third Parties**



This Privacy Policy does not address or apply to, and we are not responsible for, the privacy, information or other practices of any third parties, including, without limitation, Users, the manufacturer of your mobile device, and any other third party mobile application or website to which our Service may contain a link. These third parties may at times gather information from or about you. We do not control and are not responsible for the privacy practices of these third parties. We encourage you to review the Notice of Privacy Practices of your Provider and the privacy policies of each website and application you visit and use.

### **Miscellaneous**

We strive to use reasonable physical, technical and administrative measures to protect information under our control. However, you must keep your user ID and account password secure and your User account confidential, and you are responsible for any and all use of your User account. If you have reason to believe that the security of your User Account has been compromised, please notify us immediately in accordance with the “Contacting Us” section below.

When using the Mobile Application, you may choose not to provide us with certain information, but this may limit the features you are able to use or may prevent you from using the Mobile Application all together. You may also choose to opt out of receiving certain communications (e.g., newsletters, promotions) by emailing us your preference. Please note that even if you opt out, we may still send you Mobile Application service-related communications. We do not currently respond to web browser “do not track” signals or other mechanisms that provide a method to opt out of the collection of information across the networks of websites and online services in which we participate. If we do so in the future, we will describe how we do so in this Terms of Use and Privacy Policy. You may request that we provide you the information we hold about you, update your information, or ask us to remove your information, or to correct any inaccuracies in such personal data by sending an email to [support@curbdoc.com](mailto:support@curbdoc.com) with the subject heading “personal information request”. We will use reasonable efforts to deal with your request within a reasonable time.

### **Contacting Us**

If you have any questions about this Terms of Use and Privacy Policy, please contact us by email at [support@curbdoc.com](mailto:support@curbdoc.com) or by regular mail at:

CurbDoc, LLC  
6919 N Dale Mabry Hwy.  
Suite 250  
Tampa, FL 33614  
Attention: Ravi Patel, President

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