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## **AGREEMENT TO TERMS**

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("You") and PatientHelpAI LLC. ("PatientHelpAI", "we", "us" or "our"), concerning your access to and use of the PatientHelp.ai website or mobile application (collectively, the "Site" or "Service").

You agree that by accessing the Service, you have read, understood, and agree to be bound by all of these Terms of Use. If you do not agree with all of these Terms of Use, then you are expressly prohibited from using the Service and you must discontinue use immediately.

PLEASE NOTE THAT, EXCEPT AS PROVIDED BELOW, THESE TERMS REQUIRE RESOLUTION OF DISPUTES THROUGH USE OF AN ARBITRATION SERVICE. YOU HEREBY AGREE THAT ALL DISPUTES ARISING FROM, RELATED TO, OR IN CONNECTION WITH YOUR USE OF THE SERVICES WILL BE RESOLVED IN ACCORDANCE WITH THE ARBITRATION AND GOVERNING LAW PROVISIONS SET FORTH IN GOVERNING LAW SECTION BELOW.

We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms of Use, and you waive any right to receive specific notice of each such change.

It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Service after the date such revised Terms of Use are posted.

The information provided on the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Accordingly, those persons who choose to access the Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Service is intended for users who are at least 13 years of age. If you are younger than 13, you may not use the Services or access or provide any User Content. All users who are over 13 but under the age of 18 must have the permission of, and be directly supervised by, their parent or legal guardian to use the Service. If you are over 13 but under the age of 18, you must have your parent or legal guardian read and agree to these Terms of Use prior to you using the Service. If you are a parent or legal guardian agreeing to these Terms for the benefit of a user who is over 13 but under the age of 18, you are fully responsible for their use of the Services.

The Services are not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use the Services. You may not use the Services in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

## **INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise indicated, the Service is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Service (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions. The Content and the Marks are provided on the Service "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Service and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Service, you are granted a limited license to access and use the Service and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Service, the Content and the Marks.

## **User Registration**

You may be required to register with the Service. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable. By registering with the service, You agree that all registration information you submit will be true, accurate, current, and complete, and you will maintain the accuracy of this information as necessary. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

You may be allowed to create an account by logging into your account with certain third-party platforms (" Third Party Information Providers " including, but not limited to, Google and Github). You may link your account with a Third Party Information Provider by either: (i) providing your Third Party Information Provider account login information to us through the Services; or (ii)

allowing us to access your Third Party Information Provider. PLEASE NOTE THAT YOUR RELATIONSHIPS WITH THE THIRD PARTY INFORMATION PROVIDERS ARE GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY INFORMATION PROVIDERS, AND THOSE AGREEMENTS WILL DETERMINE WHAT INFORMATION WE WILL BE ABLE TO ACCESS AND USE THROUGH THOSE THIRD PARTY INFORMATION PROVIDERS. Your account will be created for your use of the Services based on the personal information you provide us or that we obtain via a Third Party Information Provider.

You may be invited to create an account by an organization you are a member of using a special code or special link. When you create such an account, your use may be subject to additional terms. Such use may also require that you agree that we will share certain use data with your organization, such as how often you use the service or which parts of the service you use most often.

If You would like to terminate your account, You may do so by visiting your account page, or contacting us at bicharadavid@gmail.com. Upon receipt of your request we will remove your account from the Services within a reasonable time period.

## **User Data**

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. You are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## **Data Security and Privacy**

All data is encrypted in transit and at rest by PatientHelpAI. In the rare event that user data is compromised, we will reach out to affected parties within 45 days of the occurrence.

## **Payment and Billing Information**

By providing a credit card or other payment method for the purchase of our Services, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your purchase (including any applicable taxes and other charges) (collectively, as applicable, an "Order"). If the payment method cannot be verified, is invalid, or is otherwise not acceptable, your Order may be suspended or canceled. You must resolve any problem we (or our third-party payment processor) encounter in order to proceed with your Order. You

acknowledge that the amount billed may vary due to promotional offers, changes in the Services, or changes in applicable taxes or other charges, and you authorize us (or our third-party payment processor) to charge your payment method for the corresponding amount.

## **Renewal and Cancellation**

Your membership will continue in effect unless and until you cancel your membership, or it is canceled by The Service. You may cancel your membership at any time before it renews each billing period. You may cancel your membership on your account page, or by contacting The Service via email at [bicharadavid@gmail.com](mailto:bicharadavid@gmail.com). Upon cancellation, You will retain access to membership services until the conclusion of any periods already paid for.

Ongoing memberships will renew according to the initially selected term. For example, if You have signed up for a weekly membership, your membership will renew each week until cancellation.

Payments are nonrefundable and The Service does not offer refunds for any paid for Services. However, upon cancellation, any membership services will be accessible to You until the conclusion of paid for periods. For example, if you have a monthly membership, and you cancel your membership on the first day after payment, your services will be accessible for the remainder of the month.

## **Pausing Your Account**

For some paid Services, you may be able to temporarily “pause” or “suspend” your membership. Your subscription will automatically resume at the conclusion of the paused period.

For example, if you have a monthly membership with a billing date of January 1, and you pause your account on January 15, the remaining 16 days of your monthly membership will resume when you restart your membership. If you resume your membership on February 2, your account will renew and bill on February 18.

## **Accessibility**

PatientHelpAI is committed to ensuring digital accessibility for individuals with disabilities. We are continually working on enhancing the user experience for everyone and striving for the most inclusive accessibility standards. Should you experience any difficulty accessing or using our platform due to a disability, please contact our support team at [[bicharadavid@gmail.com](mailto:bicharadavid@gmail.com)].

## Prohibited Activities

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
4. Engage in unauthorized framing of or linking to the Site.
5. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
6. Make improper use of our support services or submit false reports of abuse or misconduct.
7. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
8. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
9. Attempt to impersonate another user or person or use the username of another user.
10. Sell or otherwise transfer your profile.
11. Use any information obtained from the Site in order to harass, abuse, or harm another person.
12. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
13. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
14. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
15. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
16. Delete the copyright or other proprietary rights notice from any Content.
17. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
18. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the

Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.

19. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
20. Use the Site in a manner inconsistent with any applicable laws or regulations.

Subject to the terms of our Privacy Policy, we reserve the right at any time to monitor your use of the Service to determine compliance with these terms. PatientHelpAI reserves the right to take appropriate action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, terminating or suspending your use of the Service, reporting such user to law enforcement authorities, or taking other legal action.

## **User Responsibilities**

By using PatientHelpAI, users agree to:

1. Provide accurate and complete information during the registration process.
2. Comply with all local, state, and federal laws and regulations.
3. Not utilize the platform for any illegal activities.
4. Maintain the confidentiality of their account credentials.
5. Report any suspicious or unauthorized activities immediately to our support team.

## **User Decision Responsibility**

Users acknowledge and agree that any actions, decisions, or behaviors undertaken based on information provided by our system are solely at their discretion and risk. PatientHelpAI's platform and services are not intended to, and do not, provide medical advice, diagnosis, or treatment. It is imperative that users consult with a registered physician or another qualified healthcare professional for any medical concerns, advice, or diagnosis. PatientHelpAI shall not be held liable for any outcomes or consequences resulting from users' reliance on or use of the information provided by our system.

## **User Generated Contributions**

The Service may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Service, including but not limited to text, writings, video, audio, photographs,

graphics, comments, suggestions, or personal information or other material through third party websites (collectively, "Contributions").

Contributions may be viewable by other users of the Service and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.
3. Your Contributions are not false, inaccurate, or misleading.
4. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
5. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
6. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
7. Your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
8. Your Contributions do not violate any applicable law, regulation, or rule.
9. Your Contributions do not violate the privacy or publicity rights of any third party.
10. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
11. Your Contributions do not violate any federal or state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
12. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
13. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site.

## **Force Majeure Clause**

Neither party shall be held liable for any failure or delay in performance due in whole or in part to any cause beyond the reasonable control of such party, including, but not limited to, acts of



God, natural disasters, pandemics, strikes, lockouts, riots, acts of war, epidemics, or power failures.

## **Contribution License**

By posting your Contributions to any part of the Service or making Contributions accessible to the Service by linking your account from the Service to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels. Your Contributions may not be deleted in the event you delete your third-party account or your account with PatientHelpAI.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

## **Submissions**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Service ("Submissions") provided by you via our "Get in Touch" page or otherwise are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## **Third-Party Websites and Content**

Our Service may direct you to third-party sites. If we link to another site, it is not an endorsement, authorization, or representation of our affiliation with that third party. We

recommend that you read the privacy policy and terms of service of the other site before you submit any of your personal information to that site.

## **Privacy Policy**

We care about data privacy and security. Please review our Privacy Policy here By using the Service, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised the Service is hosted in the United States.

## **Digital Millennium Copyright Act (DMCA) Notice and Policy**

### **Notifications**

We respect the intellectual property rights of others and expect others to do the same. In accordance with the Digital Millennium Copyright Act ("DMCA") of 1998, the text of which may be found on the U.S. Copyright Office website at <https://www.copyright.gov/legislation/dmca.pdf> . If you believe that any material available on or through the Service infringes upon any copyright you own or control, please immediately notify our Designated Copyright Agent using the contact information provided below (a "Notification"). PatientHelpAI will respond to claims of copyright infringement committed using the Services that are reported to us, provided they meet the criteria below.

A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Service infringes your copyright, you should consider first contacting an attorney.

All Notifications should meet the requirements of DMCA 17 U.S.C. § 512(c)(3) and include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Site are covered by the Notification, a representative list of such works on the Site;
3. 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 us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted;

5. 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;
6. 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 upon.
7. The complaining parties full legal name and electronic signature.

## **Term and Termination**

These Terms of Use shall remain in full force and effect while you use the Service. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **Modifications and Interruptions**

We reserve the right to change, modify, or remove the contents of the Service at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Service. We also reserve the right to modify or discontinue all or part of the Service without notice at any time.

We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Service.

We cannot guarantee the Service will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Service, resulting in interruptions, delays, or errors.

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Service at any time or for any reason without notice to you. Nothing in these Terms of Use will

be construed to obligate us to maintain and support the Service or to supply any corrections, updates, or releases in connection therewith.

## **Governing Law**

These Terms of Use and your use of the Service are governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be entirely performed within the State/Commonwealth of Delaware, without regard to its conflict of law provisions. To expedite resolution and control the cost of any dispute, controversy or claim related to these Terms of Use (each a "Dispute" and collectively, "Disputes"), any Dispute brought by either you or us (individually, a "Party" and collectively, the "Parties") shall be finally and exclusively resolved by binding arbitration.

YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND PatientHelpAI ARE EACH WAIVING THE RIGHT TO A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website [www.adr.org](http://www.adr.org).

Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules.

The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so.

Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in New Castle County, Delaware. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in New Castle County, Delaware, and the Parties hereby consent to, and waive all defenses of lack of, personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.

Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms of Use. In no event shall any Dispute brought by either Party related in any way to the Service or Services be commenced more than five years after the cause of action arose.

If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

## **Disclaimer**

THE SERVICE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SERVICE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **Limitations of Liability**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) WILL PATIENTHELPAI OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR

(A) ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, LOST PROFITS, LOSS OF GOODWILL, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$20 OR (II) THE AMOUNTS PAID BY YOU TO [[COMPANY]] IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **Indemnification**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Service; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Service with whom you connected via the Service.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **Electronic Communications**

Visiting the Service, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Service, satisfy any legal requirement that such communication be in writing.

## **California Users and Residents**

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in

writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

## **Entire Agreement**

These Terms of Use and any policies or operating rules posted by us on the Service constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

## **Privacy Policy Reference**

Our commitment to your privacy is paramount. To learn more about how we handle and protect your personal data, please refer to our Privacy Policy at (<https://www.patienthelp.ai/privacypolicy>).

## **Miscellaneous**

These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.

There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Service. You agree that these Terms of Use will not be construed against us by virtue of having drafted them.

You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

## **Contact Us**

If you have any questions about these Terms of Use, You can contact us by email: [bicharadavid@gmail.com](mailto:bicharadavid@gmail.com)