

Integrity Support, Inc.

Terms of Service

Last updated/effective date: July 10, 2020

BY ACCESSING, USING THE SOFTWARE AND/OR SIGNIFYING YOUR ACCEPTANCE TO THESE TERMS OF SERVICE, YOU AGREE TO THE TERMS OF THIS ELECTRONIC AGREEMENT ON YOUR OWN BEHALF AND ON BEHALF OF THE ACCOUNT OWNER LISTED IN THE ACCOUNT CREATION, SIGN UP OR SIMILAR FORM ("REGISTRATION FORM"). YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THE ENTITY THAT YOU WORK FOR AND YOURSELF TO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE AND DO NOT HAVE THE AUTHORITY AS PROVIDED HEREIN, DO NOT ACCESS, OR USE THE SERVICES (AS DEFINED IN THESE TERMS OF SERVICE).

These Terms of Service ("Agreement" or "Terms & Conditions" or "Terms of Service") are a contract between you individually, the Account Owner (as defined below) and the legal entity under which you practice or are employed or retained (individually and collectively, "you" or "your") and Integrity Support, Inc. ("Integrity" or "Integrity Support" or "Us" or "We") and govern your use of Integrity's websites (and any affiliated sub-domains and mobile applications and sites), Software, and Servers (hereinafter collectively the "Service"), your rights and obligations with respect to User Data that you place in the Service, and associated Intellectual Property Rights thereto, as well as your creation of an account through which you will access the Service, (hereinafter an "Account") for use in connection with the Service. By accessing, using, subscribing, purchasing, or downloading the Services, or any goods, materials, or content from the Website, you agree to follow and be bound by the following terms and conditions and any other terms and conditions embodied in any other agreements you enter into with us. If you do not agree with the Terms & Conditions, you may not use the Website or the Services.

NOTICE OF ARBITRATION AGREEMENT AND CLASS ACTION WAIVER: THIS AGREEMENT INCLUDES A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER, SET FORTH BELOW, WHICH AFFECT YOUR RIGHTS ABOUT RESOLVING ANY DISPUTE WITH US. PLEASE READ IT CAREFULLY.

These Terms of Service apply to your use of the Service and ALL transactions made on or through the Website in your use of the Services. You and the Account Owner manifest your

agreement to these Terms of Service by any act demonstrating your assent thereto, including clicking any button containing the words "I agree", "Start my free trial", "Join my team", "Create my account" or similar syntax, by accessing the Website, by establishing an Account, or using the Services, whether you have read these terms or not. On clicking any such button, you agree to these Terms of Service. You should print a copy of this Agreement for your personal records. This Agreement may be modified by Integrity effective immediately as provided in Section 31 below. By continuing to access or use the Service after the effective date of any such change, you agree to be bound by the modified Terms of Service.

1. Definitions

- "Account Owner" means the individual who establishes the Account as well as the entity and person in whose name the Account is established. The Account Owner is responsible for the obligations and activities under the account as well as all Users, and Team Members within the Account including without limitation payment for the account and deletion of the Account.
- "Dispute" will have the broadest meaning possible and means any dispute, action, or other controversy between you and Integrity relating to the Website/Software/Service, any transaction or relationship between you and Integrity resulting from your use of the Website/Software/Service, communications between you and Integrity, or this Agreement – whether in contract, warranty, tort, laws, or regulations.
- "HIPAA" means the Health Insurance Portability and Accountability Act of 1996;
- "Intellectual Property Rights" means copyrights, trademarks, service marks, trade dress, publicity rights, database rights, patent rights, and other intellectual property rights or proprietary rights recognized by law;
- "Payment Data" means any personal or financial information collected from a credit card, debit card or other payment method, including but not limited to a cardholder's account number, card expiration date, and CVV2.
- "Protected Health Information" or "PHI" means protected health information as defined by HIPAA's Privacy Rule found at 45 C.F.R. §160.103; and
- "Servers" are computers or devices that host the Website or Software or Service
- "Integrity Software" or "Software" is the software provided to you by Integrity and/or its suppliers under license or with respect to which you have access, in connection with the Service;

- “Payment Processing Services” are services that enable the acceptance of payments, management of subscriptions, and performance transaction reporting, as well as analytics and other business services.
- “Team Member” means Account Owners’ clinical staff, contractors, administrators, or other service providers who are granted access to the Account with the authorization of the Account Owner.
- “Transaction Data” means customer information, User Data, Payment Data, transaction information, bank information and credit card information including without limitation tokenized account information, tokens and token access codes, account information or other data or information of any kind that is provided by or generated or collected on your behalf, or your patients or client by the Service.
- “User Data” means any data or images that you or your clients or patients upload, stream or submit to the Servers, Website, or other areas of the Service, or generated or collected on your behalf from the Services, Website, the Service or third parties, including but not limited to Protected Health Information as that term is defined below, video, image and sound data and Transaction Data;
- “Users” means an Account Owner, Team Member, or either of their clients or patients.
- “Website” means the websites and services available from the domain and sub-domains of any related or successor domains and mobile applications and sites from which Integrity may offer Services;

2. Verification for Integrity Support

By accepting this Agreement in connection with an Account, you represent that you are at least 18 years of age, or the legal age of majority where you reside if that jurisdiction has an older age of majority, and you have the legal authority to enter into this Agreement. You further agree that as a condition to accessing the Website and the Service, you will submit to account verification as required by Integrity, and provide only true and accurate identification documentation to Integrity or its third party service providers as requested by Integrity. You and the Account Owner are responsible for the security of any account verification information, such as usernames and passwords, including without limitation your Users’ usernames and password. You agree that any Users who are under 13 years old require their parent or legal guardian’s consent to collect their User Data or for their use of the Services, which consent you and the Account Owner are responsible for obtaining, prior to the use by such User of the Website.

3. Establishing an Account

You must establish an Account with Integrity to use the Service. Only one person may be an Account Owner, who can grant access to the account to Team Members who are employed by or are contracted to your practice. You agree to provide accurate, current, and complete information about yourself ("Registration Data") as prompted by the Registration Form and to use the account management tools provided to keep your Registration Data accurate, current and complete. Integrity will assign to You, as Account Owner, an account name (your "Account Name"). You and your Team Members must each choose a username to identify yourselves under the Account Name.

4. Responsibility for Use of Account

You, as the Account Owner, are responsible for all activities conducted through your Account, are responsible for all activities conducted through your user name and are responsible for whom you grant access to your Account, including your clients or patients and those you authorize to access your Account on behalf of yourself, or clients or patients. In the event that fraud, violation of law, regulation or rule, or conduct that violates this Agreement occurs (whether by you or someone else) that is in any way connected with your Account, we may suspend or terminate your use of the Service and your Account as described in Section 23 and you shall be financially responsible to Integrity for the consequences of such use.

5. Selection and Use of Account Password

At the time your Account is created, you must select a password. You are responsible for maintaining the confidentiality of your password and are responsible for any damages, claims or other harm resulting from your disclosure, or authorization of the disclosure of your password or Account or from any person's use of your password or your Account and those who gain access to your Account or Account Name. At no time should you respond to an online request for a password other than in connection with the log-on process to the Service. Your disclosure of your password to any other person is at your own risk.

You and those using your Account must have separate usernames and passwords. They may not share entry identifications and authentication passwords and any sharing may result in a suspension or termination of access for the User and the Account Owner, and/or an increase in charges, at Integrity's sole discretion.

6. Fees and Billing

Integrity provides the Service for the fees and other charges set forth on our Website. We may at any time add new services for additional fees and charges, or prospectively modify fees and charges for existing services on notice as provided herein. You acknowledge that it is your responsibility to ensure payment in advance for all paid aspects of the Service, and to ensure that your credit or debit cards or other payment instruments accepted by Integrity continue to be valid and sufficient for such purposes. We may suspend or terminate your use and your Account's use, as provided in Section 23, in the event of any payment delinquency. Other services are available from Integrity and the agreement with respect to those services and fees due to Integrity incorporate by reference these Terms of Service as well as any specific terms and conditions presented to you. You will not be entitled to any refund on termination or expiration of the Agreement. All payments once made to Integrity shall have been earned by Integrity as of the date of payment. You will not be entitled to any refund of partially used Services or credits at any time.

7. Modification of Service

Integrity reserves the right to add, modify, or eliminate aspect(s), features or functionality of the Service from time to time for the purposes of compliance with applicable laws and regulations, to effect improvements in security and functionality, to correct errors, or for any other purposes, at its sole discretion.

8. Privacy Policy, Protected Health Information, User Data and Use of Your Information, Data Deletion on Termination

Our [Privacy Policy](#) describes how we use and share Personal Information (as such term is defined in the Privacy Policy), including any payment account information you may provide to us either for purposes of creating an Account, submitting an inquiry or to receive further information, updates and promotions about or related to the Service. Our Privacy Policy does not apply to any Personal Information contained within User Data that we collect and process only on your behalf when we provide the Service.

In providing you our Service, Integrity will not sell any Personal Information contained in User Data. Integrity will not retain, use or disclose the Personal Information you provide to us about your patients and clients except for the specific purpose of performing our

obligations under this Agreement, including providing and improving the Service under this Agreement, nor will Integrity retain, use or disclose Personal Information about your patients and clients outside of our direct business relationship with you or the legal entity under which you practice or are employed.

It is your responsibility to comply with all applicable privacy and data protection laws and to ensure that you have provided all required notices and obtained all necessary consents from your Users, patients and your clients (including with respect to third parties access), and that your patients or your clients have agreed to the collection of their User Data (including PHI) and the access of their User Data by you, by us, and, where applicable, other third parties. Any sample documentation that is provided by Integrity for obtaining consent is for illustration only, and you alone (and not Integrity) are responsible to ensure that such documentation is adequate and enforceable to obtain requisite consent (including with respect to patients and clients who are under 13 years of age, consent from their parents or legal guardians). We will make no use of PHI that is not permitted by this Agreement or that is prohibited by applicable law, including but not limited to HIPAA. We will make commercially reasonable efforts to maintain the Service in a manner that includes appropriate administrative, technical, and physical security measures designed to protect the confidentiality, availability, and integrity of PHI that is in our possession, as required by HIPAA.

We provide Users information by email through the Website. The emails You will receive include billing emails, account verification emails, platform, and Service emails (sometimes called "support emails"), and survey emails (for product improvement purposes). You understand that by using the Service and agreeing to these Terms of Service, that Integrity will send to you the foregoing email types and you hereby waive any right to opt out of such communications to the extent permitted by applicable law. You are responsible for obtaining either consent or ceasing emails to a patient or client in the event that patient or client opts out of receipt.

In the event of termination of this Agreement, whether by your cancellation of the Agreement, your breach of, or as otherwise provided in this Agreement, there is an export feature in the Service which will enable you to retrieve your User Data contained within the Service prior to the account termination date. It is your responsibility to export from your Account a file or files containing the User Data contained within the Service before the account termination date and to ensure the secure preservation of PHI for your clients and patients pursuant to federal and state law. Integrity will destroy the User Data for your Account as provided in Section 24 of these Terms of Service.

9. No Responsibility for Acts of Omissions of Third-Party Websites

The Service may contain links to, or otherwise allow connections to third-party websites, servers, and online services or environments that are not owned or controlled by Integrity. You agree that Integrity is not responsible or liable for the content, policies, or practices of any third-party websites, servers, or online services or environments. Please consult any applicable Terms of Use and Privacy Policies provided by the third party for such websites, servers, or online services or environments.

10. Your Rights and Obligations with Respect to User Data

In connection with User Data you upload or submit to the Service, you affirm, represent, and warrant that you own or have all necessary Intellectual Property Rights, licenses, consents, and permissions to use and authorize Integrity to use, retain and process the User Data in the manner contemplated by the Service and this Agreement. You agree that by uploading or submitting any Content to or through the Servers, Website, or other areas of the Service, and permitting your clients and patients to upload any Transaction Data into the Service, you hereby automatically at such time grant Integrity (and its affiliates) a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, and display the User Data and Transaction Data (including User Data and Transaction Data that is created, collected or generated by the Service or Integrity using the User Data and Transaction Data you submit) solely for the purposes of providing the Service. You agree that the license includes the right to copy, analyze and use any of your User Data and Transaction Data as Integrity may deem necessary or desirable for purposes of debugging, testing, or providing support or development services in connection with the Service and future improvements to the Service. The license granted in this Section is referred to as the "Service Data License." You also acknowledge that the Service Data License granted to Integrity with respect to your Content will survive the termination of your Account to permit Integrity: (i) to retain server copies of particular instances of your User Data, including copies stored in connection with back-up, debugging, and testing procedures; and (ii) to enable the exercise of the licenses granted in this Section for any other copies or instances of the same User Data that you have not specifically deleted from the Service. Notwithstanding anything to the contrary herein, or in any payment processing agreement between you and the payment processor, you also hereby provide Integrity (and its affiliates) an irrevocable perpetual license, authority, and permission to obtain, copy, and use, at Integrity's request, without notice to you, from payment processors, banks, card and ACH processors and gateway provider, which support

the Service, all of your Transaction Data and User Data for purposes of providing you the Service.

You acknowledge that you are responsible for all information and User Data you and those who are under the Account (including clients, patients and those who are employed or retained by the Account Owner) input into the Service, including changes made to client or patient progress notes whether locked or unlocked. Note: the practice of unlocking any previously locked progress notes may have an adverse legal impact on you. You understand and agree that you are bound by various laws and regulations, including but not limited to HIPAA , which require that you preserve the availability, accuracy, integrity, and confidentiality of protected health information and personally identifiable information. You also understand and agree that all of your activity within the Service is automatically logged (including into audit logs), including the unlocking and changes to the progress notes, and that such activity may be audited by Account Owners, account administrators, regulators, or others.

11. Interruption of Service

Integrity may on occasion need to interrupt the Service, with or without prior notice, to protect the integrity or functionality of the Service or for maintenance purposes. You agree that Integrity will not be liable for any interruption of the Service (whether intentional or not), and you understand that you will not be entitled to any refunds of fees or other compensation for interruption of service. Likewise, you agree that in the event of loss of any User Data, we will not be liable for any purported damage or harm arising therefrom.

12. Integrity Support's Intellectual Property Rights and Limited License Granted to You

A. Intellectual Property Rights. Integrity owns Intellectual Property Rights in and to the Service, except all User Data, including the Integrity Software, the Websites, and the Servers, and in and to our trademarks, service marks, trade names, logos, domain names, taglines, and trade dress (collectively, the "Integrity Marks"). You understand that such Intellectual Property Rights are apart from any rights you may have in User Data you upload or submit to the Service, as discussed above. You acknowledge and agree that Integrity and its licensors own all right, title, and interest in and to the Service, including all Intellectual Property Rights therein, other than with respect to User Data. Except as expressly granted in this Agreement, all rights, title, and interest in and to the Service, except all User Data, and

in and to the Integrity Marks are reserved by Integrity. Copyright, trademark and other laws of the United States and foreign countries protect the Service and the Integrity Marks.

B. Limited License. Integrity hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited, revocable license to access and use the Service as set forth in these Terms of Service and expressly conditioned upon your Account remaining active, in good standing, and in full compliance with these Terms of Service. You agree that you will not (i) allow any person or entity not authorized by Integrity to use or access the Software, (ii) attempt to copy any ideas, features, functions or graphics contained in the Service; (iii) use the Integrity Software in the operation of a service bureau, an application service provider or for any other purpose intended to benefit a party other than you, (iv) alter or modify the Integrity Software, (v) sell, assign, sublicense, rent, lease or otherwise transfer the Integrity Software or any rights in connection therewith, or (vi) attempt to translate, disassemble, decompile, reverse assemble, reverse engineer all or any part of the Service or otherwise attempt to derive the source code for the Software.

C. Feedback and other Input. You may provide suggestions, ideas and/or feedback (collectively, "Feedback") to Integrity or in the use of the Services or Website regarding Integrity Website, products, or Services. You agree that Integrity will be free to use, irrevocably, in perpetuity and for any purpose, all Feedback provided to it by you or your employees and that all right title and interest in Feedback is assigned to Integrity. The foregoing grant of rights is made without any duty to account to you or to any of the foregoing persons or entities for the use of such Feedback.

13. Sample Documentation

Integrity hereby grants you a non-exclusive, non-transferable license to permit your clinical workers to use the WILEY® PracticePlanners content and other templates and template libraries ("Content") made accessible to you, which includes sample clinical and practice documentation and templates. The prices for such access, if any, are subject to change. Integrity is providing any Content as an illustration only. Integrity *and its licensor, WILEY® (where applicable) are not engaged in rendering professional services nor in providing expert forms. Any medical, psychological, or other expert assistance that is required is for you to provide the services and make any necessary revisions to the Content. The Content are not warranted to assist you in meeting clinical documentation requirements, as you are responsible for your own clinical documentation. THE SAMPLE DOCUMENTATION, CONTENT, DATASETS AND ALL INFORMATION THEREIN ARE PROVIDED "AS IS" AND EXPRESS AND IMPLIED WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING*

ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ANY PARTICULAR PURPOSE, OR QUALITY, ACCURACY, COMPLETENESS AND/OR SUITABILITY ARE DISCLAIMED. You agree that neither you nor your personnel in your practice may resell, transfer, sublicense or use the Content as part of a hosted environment or in any way available to third parties.

14. Telehealth Services

Integrity Telehealth is a solution for you to use if you wish to access your patients and clients remotely using video/media capabilities available using the internet and desktop or mobile devices. You may schedule appointments for telehealth consults and connect with patients at the time of consult. The prices for such access, if any, are subject to change.

Your Responsibilities

You as the provider must make patients and clients aware of the following in writing. You must advise patients and clients, and have them execute a written consent containing the following minimum terms, prior to use of Integrity Telehealth:

- Integrity Telehealth is NOT an Emergency Service and in the event of an emergency, patients and clients must use a phone to call 911 or you or other healthcare provider.
- Though patients and clients may be in direct, virtual contact with you through the Service, neither Integrity nor the Service provides any medical or healthcare services or advice including, but not limited to, emergency or urgent medical services.
- You as the provider are solely responsible for the delivery of any healthcare, medical advice, or care.
- Your patients and clients should not assume that You have access to any or all of the User Data in the Service, or that such information is current, accurate or up-to-date. Integrity is not responsible for your reliance or non-reliance on any information in the Service.

You are solely responsible for the delivery of healthcare and determining whether you are able and/or permitted to do so based on the patient's location when using the Service for the telehealth session. For each telehealth session, you are solely responsible for:

(a) confirming that you have the necessary licenses, patient connections and qualifications to use the Service to deliver the telehealth session; and (b) providing telehealth healthcare and advice using the Service solely within the scope your licenses, qualifications and applicable regulatory requirements.

YOU ACKNOWLEDGE AND AGREE THAT INTEGRITY IS SOLELY PROVIDING A TECHNOLOGY PLATFORM AND IS NOT PROVIDING MEDICAL ADVICE OR HEALTHCARE SERVICES. INTEGRITY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED – AND SHALL HAVE NO LIABILITY OR RESPONSIBILITY – IN CONNECTION WITH ANY HEALTHCARE SERVICES, MEDICAL ADVICE, PRESCRIPTIONS OR MEDICATION RECOMMENDATIONS DELIVERED THROUGH THE SERVICE.

Telehealth User Data Restrictions

You may not upload, store, or share any User Data that violates these Terms of Service or for which you do not have all the rights necessary to grant us the license described above. Although we have no obligation to screen, edit or monitor User Data, we may delete or remove User Data at any time and for any reason.

Prohibited Conduct and Content

You will not violate any applicable law, contract, intellectual property, or other third-party right or commit a tort, and you are solely responsible for your conduct while accessing or using the Integrity Telehealth Service. Without limiting the foregoing, you will not:

- Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of the Service that you are not authorized to access; or
- Use the Service for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates these Terms of Service.
- You may only upload or otherwise share User Data that you have all necessary rights to disclose. You may not upload, store, or share any User Data that:
 - Is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent;
 - Would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;
 - May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
 - Contains any private or personal information of a third party, a client or patient, without such third party's consent;

In addition, although we have no obligation to screen, edit or monitor User Data, we may delete or remove or suspend the use of User Data at any time and for any reason.

By accessing or using the Service, you consent to the processing, transfer and storage of information about you and your Users in and to the United States and other countries, where you may not have the same rights and protections as you do under local law.

15. Intellectual Property Rights of Third Parties

You agree that you will not upload, publish, or submit to any part of the Service any User Data that is protected by Intellectual Property Rights or otherwise subject to proprietary rights, including trade secret or privacy rights, unless you are the owner of such rights or have permission from the rightful owner to upload or submit the User Data and to grant Integrity all of the license rights granted in this Agreement. You agree that Integrity will have no liability for, and you agree to defend, indemnify, and hold Integrity harmless for, any claims, losses or damages arising out of or in connection with your use of any User Data.

16. Prohibited Conduct While Using the Service

You agree that you will not:

- Post, display or transmit Data, User Data, or Transaction Data, including the unauthorized use of any payment method, that violates any law, regulation or rule, or the rights of any third party including without limitation Intellectual Property Rights;
- Impersonate any person or entity without their consent, or otherwise misrepresent your affiliation;
- Post or transmit viruses, Trojan horses, worms, spyware, time bombs, cancelbots, or other computer programming routines that may harm the Service or interests or rights of other users, or that may harvest or collect any data or personal information about other users without their consent;
- Engage in malicious, disruptive, or other conduct that impedes or interferes with other Users' normal use of the Service; or
- Attempt to gain unauthorized access to any other User's Account, password, or User Data, or allow more than one person to use an Account.

17. Violation of Terms of Service.

Any violation by you of the terms of these Terms of Service may result in immediate suspension or termination of your Account without any refund or other compensation.

18. Releases

You agree not to hold Integrity liable for the Content, actions, or inactions of you or other Users of the Service or of other third parties. As a condition of access to the Service, you release Integrity (and its officers, directors, shareholders, agents, subsidiaries, and employees) from claims, demands, losses, liabilities and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have or claim to have with one or more other users of the Service or with other third parties, including whether or not Integrity becomes involved in any resolution or attempted resolution of the dispute. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

19. Disclaimer of Other Express and Implied Warranties.

INTEGRITY WARRANTS THAT DURING THE TERM OF THIS AGREEMENT, THE SOFTWARE AND THE SERVICES WILL FUNCTION IN SUBSTANTIAL CONFORMANCE TO THE SPECIFICATIONS SET FORTH ON THE WEBSITE. INTEGRITY PROVIDES THE SERVICE, INCLUDING WITHOUT LIMITATION THE SOFTWARE, THE WEBSITES, THE SERVERS, AND YOUR ACCOUNT, STRICTLY ON AN "AS IS" BASIS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO VALUE, EITHER EXPRESS OR IMPLIED, IS GUARANTEED OR WARRANTED WITH RESPECT TO ANY CONTENT. NOTWITHSTANDING ANY INTELLECTUAL PROPERTY RIGHTS YOU MAY HAVE IN YOUR USER DATA OR ANY EXPENDITURE ON YOUR PART, INTEGRITY AND YOU EXPRESSLY DISCLAIM ANY COMPENSABLE VALUE RELATING TO OR ATTRIBUTABLE TO ANY DATA RELATING TO YOUR ACCOUNT RESIDING ON INTEGRITY'S SERVERS. YOU ASSUME ALL RISK OF LOSS FROM USING THE SERVICE ON THIS BASIS. Integrity does not ensure continuous, error-free, secure or virus-free operation of the Service, the Software, the Websites, the Servers, or your Account, and you understand that you shall not be entitled to

refunds or other compensation based on Integrity's failure to provide any of the foregoing other than as explicitly provided in this Agreement. Some jurisdictions do not allow the disclaimer of implied warranties, and to that extent, the foregoing disclaimer may not apply to you. Integrity does not guarantee that by mere use of the Software you will be in compliance with HIPAA, and you understand and agree that you are responsible for maintaining administrative, technical and physical safeguards necessary to ensure the confidentiality, availability, and integrity with respect to your PHI and to otherwise comply with HIPAA.

20. Limitation of Liability.

IN NO EVENT SHALL INTEGRITY OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, SUBSIDIARIES, AGENTS OR LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES OR DISGORGEMENT OR COMPARABLE EQUITABLE REMEDY, INCLUDING WITHOUT LIMITATION ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) OUT OF OR IN CONNECTION WITH THE SERVICE (INCLUDING ITS MODIFICATION OR TERMINATION), THE INTEGRITY SOFTWARE, THE WEBSITES, THE SERVERS, YOUR ACCOUNT (INCLUDING ITS TERMINATION OR SUSPENSION) OR THIS AGREEMENT, WHETHER OR NOT INTEGRITY MAY HAVE BEEN ADVISED THAT ANY SUCH DAMAGES MIGHT OR COULD OCCUR AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT WILL INTEGRITY'S CUMULATIVE LIABILITY TO YOU EXCEED THE GREATER OF ONE HUNDRED FIFTY DOLLARS (U.S. \$150.00). Some jurisdictions do not allow the foregoing limitations of liability, so to the extent that any such limitation is found to be impermissible, such limitation may not apply to you.

21. Indemnification

At Integrity's request, you agree to defend, indemnify and hold harmless Integrity, its officers, directors, shareholders, employees, subsidiaries, and agents from all damages, liabilities, claims and expenses, including without limitation attorneys' fees and costs, arising from: (i) any breach or alleged breach by you of these Terms of Service, including without limitation your representations and warranties relating to your data, User Data; (ii) use of the Integrity Telehealth Service, or (iii) your acts, omissions or use of the Service, including without limitation your negligent, willful or illegal conduct. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

22. Legal Relationship Between You and Integrity Support; No Third-Party Beneficiaries

You acknowledge that your participation in the Service, including your creation or uploading of Content in the Service, does not make you an Integrity employee and that you do not expect to be, and will not be, compensated by Integrity for such activities, and you will make no claim inconsistent with these acknowledgements. In addition, no agency, partnership, joint venture, franchise relationship is intended or created by this Agreement. There are no third-party beneficiaries, intended or implied, under this Agreement.

23. Suspension and Termination of Accounts

You may terminate this Agreement by closing your Account at any time for any reason. Subject to Integrity's obligations pursuant to Section 8, in such event, Integrity shall have no further obligation or liability to you under this Agreement or otherwise. You may not suspend your own Account. If you suspend your Account, then the Account will be deemed terminated (See Sections 8 and 24 herein, regarding deletion of your User Data on termination). In addition, Integrity may suspend or terminate your Account, without notice, for breach if you violate this Agreement, or any terms regarding payment of required fees and charges due under this Agreement. Integrity may, at its sole discretion, provide You a grace period prior to termination, in the event of a breach or your failure to pay fees and charges, without waiving its rights hereunder to terminate immediately upon such events. We may suspend or terminate your Account if we determine in our discretion that such action is necessary or advisable to comply with legal requirements or protect the rights or interests of Integrity or any third party. In such event, you will not be entitled to compensation for such suspension or termination, and you acknowledge Integrity will have no liability to you in connection with such suspension or termination.

24. Termination of Licenses Upon Termination of Account

Upon termination of your Account, all licenses granted by Integrity to use the Website, Software, and the Service will automatically terminate, and all User Data in your Account will be retained no more than thirty (30) days after termination or expiration of your Account or this Agreement, and deleted on expiration of such thirty (30) day time frame. You are responsible for exporting all account data and ensuring the secure preservation of Protected Health Information for your clients pursuant to federal and state law, and ethical

requirements. During the time frame beginning on termination or expiration of your Account, your access to the Service will be limited to downloading your User Data.

25. Liability for Unpaid Fees Upon Termination of Account

Upon termination by You or by Integrity of your Account, you will not receive any refund of any amounts previously paid and you will remain liable for any charges incurred or unpaid amounts owed by you to Integrity.

26. Survival of Terms After Termination

The following terms will survive any termination of this Agreement: Sections 8, 10, 12(A) and (C), 15 and 18 through 33. You will not be entitled to any refund on termination or expiration of the Agreement.

27. Dispute Resolution

In the event of a Dispute between you and Integrity (including any dispute over the validity, enforceability, or scope of this dispute resolution provision), other than with respect to claims for injunctive relief, the Dispute will be resolved by binding arbitration administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. The place of the arbitration shall be in Raleigh, North Carolina. In the event that there is any Dispute between you and Integrity that is determined not to be subject to arbitration pursuant to the preceding sentence, you agree to submit in that event to the exclusive jurisdiction and venue of the state and federal courts located in the City and County of Raleigh, Wake County, North Carolina. Notwithstanding this, either party shall still be allowed to apply for injunctive or other equitable relief to protect or enforce that party's Intellectual Property Rights in any court of competent jurisdiction where the other party resides or has its principal place of business.

Class Action Waiver

Any proceedings to resolve or litigate any Dispute in any forum will be conducted solely on an individual basis. Class arbitrations, class actions, private attorney general actions, consolidation of your Dispute with other arbitrations, or any other proceeding in which either party acts or proposes to act in a representative capacity or as a private attorney general are not permitted and are waived by you, and an arbitrator will have no jurisdiction

to hear such claims. If a court or arbitrator finds that the class action waiver in this section is unenforceable as to all or some parts of a Dispute, then the class action waiver will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of this Dispute resolution section is found to be illegal or unenforceable, that provision will be severed with the remainder of this section remaining in full force and effect.

28. Disclaimer of Warranties as to Use Outside of the United States

Integrity is a United States-based service. We make no representation that any aspect of the Service is appropriate or available for use outside of the United States or may be used for persons who are not citizens of the United States or residents of other countries. Those who access the Service from other locations are responsible for compliance with applicable local laws. The Software is subject to applicable export laws and restrictions.

29. Assignment of Agreement and Account

You may not assign this Agreement or your Account without our prior written consent. You may not transfer or sublicense any licenses granted by Integrity in this Agreement without our prior written consent. We may assign this Agreement, in whole or in part, and all related rights, licenses, benefits and obligations, without restriction, including the right to sublicense any rights and licenses under this Agreement without your consent.

30. Integration, Interpretation of Section Headings and Severability

The agreements, understandings and policies referenced in this Agreement sets forth the entire agreement and understanding between you and Integrity with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings. Integrity reserves the right to modify this Agreement and Terms of Service at any time as provided in Section 31. If any future change is unacceptable to you, you should discontinue using the Service. Your continued use of the Service will always indicate your acceptance of this agreement and any changes to it.

You acknowledge that no other written, oral or electronic communications will serve to modify or supplement this Agreement, and you agree not to make any claims inconsistent with this understanding or in reliance on communications not part of this Agreement. The section headings used herein, including descriptive summary sentences at the start of each section, are for convenience only and shall not affect the interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be unlawful, void, or unenforceable, then in such jurisdiction that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of the remaining provisions.

31. Notices

WE RESERVE THE RIGHT, AT OUR SOLE DISCRETION, TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THIS AGREEMENT (INCLUDING THE PRIVACY POLICY) FROM TIME TO TIME, WITHOUT PRIOR NOTICE. WE WILL POST MATERIAL CHANGES OF OUR SERVICE, HOWEVER, IT IS YOUR RESPONSIBILITY TO CHECK THIS AGREEMENT PERIODICALLY FOR CHANGES. YOUR CONTINUED USE OF THE SERVICE FOLLOWING THE POSTING OF CHANGES WILL MEAN THAT YOU ACCEPT AND AGREE TO THE CHANGES.

32. No Responsibility for Acts or Omissions of Third-Party Service Providers

Integrity may refer names of certain third-party service providers ("Service Providers") to you upon your request or in connection with the Service. Any Service Providers referred to you by Integrity are not owned or controlled by Integrity. You agree that Integrity is not responsible or liable in any way for the acts or omissions of any Service Providers, including, without limitation, any negligent, willful or illegal conduct. You further agree to conduct your own investigation and due diligence regarding any Service Providers referred to you by Integrity. You agree to defend, indemnify and hold harmless Integrity from all damages, liabilities, claims, expenses and losses relating to the referral of Service Providers to you.

33. Transfer of User Data and Account Ownership

You agree that you are responsible for the provision of access to User Data and the sharing of User Data amongst those who are Users, Team Members or those who are retained by the Account Owner and patients, clients and any family members thereof, in accordance with applicable law. In the event that any practitioner or instructor who has access to the

Service under the Account dies or becomes incapacitated or otherwise is unable to provide services to any User, then the Account Owner will be responsible for arranging for the transfer of User Data, or modification of access, in compliance with applicable law. This includes, but may not be limited to, providing identity verification or execution of necessary authorizations that may be required by Integrity or by applicable regulations or licensing bodies. You agree that Integrity reserves the right to not transfer User Data or modify access if the foregoing is not provided to the extent required by applicable law. If the Account Owner dies, or otherwise becomes incapacitated, Integrity will attempt to identify an appropriate individual to transfer the Account Owner role pursuant to applicable law or regulation, and if an appropriate individual can be identified, will transfer the Account Owner role to that individual as outlined above. IT IS RECOMMENDED THAT ACCOUNT OWNERS CREATE CLEAR DIRECTIONS REGARDING ACCESS TO AND TRANSFER OF USER DATA IN THE EVENT OF THEIR DEATH OR INCAPACITATION AND SHARE THESE DIRECTIONS WITH A QUALIFIED AND TRUSTED INDIVIDUAL IN ADVANCE. Requests for transfer of the Account Owner role, either by the Account Owner or by an individual legally designated to assume Ownership, must be initiated by you by emailing support@integritysupport.com. You agree that User Data that is PHI may only be accessed by or transferred to an appropriate party, pursuant to HIPAA rules and applicable state regulations.