



MedAdvance Services Terms and Conditions

Last updated on December 25, 2021.

IMPORTANT NOTICE: THESE TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION PROVISION, AND WAIVER OF JURY TRIALS AND CLASS ACTIONS, GOVERNING DISPUTES ARISING FROM USE OF MEDADVANCE SERVICES. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE MANDATORY ARBITRATION AND WAIVER OF CLASS ACTION SECTION BELOW. PLEASE READ CAREFULLY.

MedAdvance Sites, Apps & Services

Terms and Conditions

These MedAdvance Services Terms and Conditions (“Terms”) govern access to and use of the MedAdvance, Inc (“MedAdvance”, “we” or “us”) web sites, apps and services (collectively, the “Site”) by site visitors (“Site Visitors”), and by individuals or entities who purchase services (“MedAdvance Services”) or create an account (“Account”) and their Authorized Users (collectively, “Customers”). By using the Site or any MedAdvance app or Services, you as a Site Visitor or Customer accept these Terms (whether on behalf of yourself or a legal entity you represent). An “Authorized User” of a Customer is each an individual natural person, whether an employee, business partner, contractor or agent of a Customer who is registered or permitted by Customer to use the MedAdvance Services subject to these Terms and up to any maximum number of users or uses specified by MedAdvance product agreements. Customers and Site Visitors may be referred to in these Terms as “you” and “your” as applicable.

If you are a Customer and you or your organization is bound by a Master Services Agreement with MedAdvance (“Corporate Terms”), then these Terms will apply, if at all, only to use of the Site or any MedAdvance Services to the extent such use is not already governed by such a Master Service Agreement. For the avoidance of doubt, all references to the “Site” in these Terms also includes the MedAdvance Services.

BY ACCESSING, USING, OR DOWNLOADING ANY MATERIALS FROM THE SITE, YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED AND MUST CEASE USING THE SITE IMMEDIATELY.

1. Updates and Communications.

1.1 We may revise these Terms or any additional terms and conditions which are relevant to a particular MedAdvance Service from time-to-time to reflect changes in the law or to the MedAdvance Services. We will post the revised terms on the Site with a “last updated” date. **PLEASE REVIEW THE SITE ON A REGULAR BASIS TO OBTAIN TIMELY NOTICE OF ANY REVISIONS. IF YOU CONTINUE TO USE THE MEDADVANCE SERVICES AFTER THE REVISIONS TAKE EFFECT, YOU AGREE TO BE BOUND BY THE REVISED TERMS.** You agree that we shall not be liable to you or to any third party for any modification of the Terms.

1.2 You agree to receive electronically all communications, agreements, and notices that we provide in connection with any MedAdvance Services (“Communications”), including by e-mail, text, in-app notifications, or by posting them on the Site or through any MedAdvance Services. You agree that all Communications that we provide to you electronically satisfy any legal requirement that such Communications be in writing and you agree to keep your Account contact information current.

2. Additional Terms For MedAdvance Services

2.1 MedAdvance Platform. If you use the MedAdvance Platform, you accept the Terms of the MedAdvance Schedule below.

2.2 MedAdvance Payment App. If you use the MedAdvance Payment App, you accept the terms of the Payment App Attachment below.

2.3 MedAdvance Business App. If you use the MedAdvance Business App, you accept the terms of the Business App Attachment below.

3. Usage and Access Rights

3.1 Eligibility to Use. You represent and warrant that you are: (a) of legal age (18 years of age or older or otherwise of legal age in your resident jurisdiction) and competent to agree to these Terms; and (b) you (or your Authorized Users, as applicable) are not and will not when using the Site be located in, under the control of, or a national or resident of a U.S. embargoed country or territory and are not a prohibited end user under Export Control Laws (as defined in Section 12.3). You acknowledge that you are not permitted to use the Site if you cannot make these representations. If MedAdvance has previously prohibited you from accessing the Site or using the MedAdvance Services, you are not permitted to access the Site or use the MedAdvance Services. If you are agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity’s behalf and bind them to these Terms (in

which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity).

3.2 Limited License. Upon your acceptance of these Terms, we grant you a limited, non-exclusive and non-transferable license to access and use the Site for your internal business purposes and only as expressly permitted in these Terms and any applicable Customer plan that enables registration of an Account for the use of a MedAdvance Service ("Subscription Plan") when applicable. You shall not use or permit use of the Site for any illegal purpose or in any manner inconsistent with the provisions of these Terms. If you are or become a direct competitor to MedAdvance, you may not access or use the MedAdvance Services without MedAdvance's explicit, advance, written consent, and then only for the purposes authorized in writing. Except as otherwise restricted by these Terms, MedAdvance grants you permission on a non-exclusive, non-transferable, limited basis to display, copy, and download content and materials on the Site provided that you: (a) retain all copyright and other proprietary notices on the content and materials; (b) use them solely for personal or internal, non-commercial use or in accordance with any applicable Subscription Plan; and (c) do not modify them in any way. Each discrete Subscription Plan includes restrictions and requirements that outline the features that Customer will be able to access. Any violation by you of the license provisions contained in this Section 3 may result in the immediate termination of your right to use the Site, as well as potential liability for copyright infringement or other claims depending on the circumstances.

4. Ownership

4.1 Intellectual Property. The Site contains materials that are proprietary and are protected by copyright laws, international treaty provisions, trademarks, service marks, and other intellectual property laws and treaties.

4.1.1 The Site is also protected as a collective work or compilation under copyright and other laws and treaties. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained on the Site. You acknowledge that the Site contains original works that have been developed, compiled, prepared, revised, selected, and arranged by MedAdvance and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of MedAdvance and such others. All present and future rights in and to trade secrets, patents, designs, copyrights, trademarks, database rights, service marks, know-how, and other intellectual property or other proprietary rights of any type, Documentation, any improvements, design contributions, or derivative works thereto, and any knowledge or processed related thereto, including rights in and to all applications and registrations relating to the Site shall, as between you and MedAdvance, at all times be and remain the sole and exclusive property of MedAdvance.

4.1.2 The trademarks, logos, taglines and service marks displayed on the Site (collectively, the "Trademarks") are registered and unregistered Trademarks of

MedAdvance and others. The Trademarks may not generally be used in any advertising or publicity, or otherwise to indicate MedAdvance's sponsorship of or affiliation with any product, service, event or organization without MedAdvance's prior express written permission. MedAdvance acknowledges the Trademarks of other organizations for their respective products or services mentioned on the Site. Any rights not expressly granted in these Terms or on the IP Pages are reserved by MedAdvance, Inc. Other than as provided in these Terms or in the IP Pages (<https://www.medadvance.com/ip.php>) incorporated herein by reference, your use of the Trademarks, or any other MedAdvance content, is strictly prohibited.

4.1.3 Copyright. MedAdvance respects copyright law and expects its users to do the same. If you believe that any content or material on the Site infringes copyrights you own, please notify us in accordance with our Copyright Policy (<https://www.medadvance.app/IP-infringement.php>).

4.2 Software Use Restrictions. Software available for downloading through the Site or third-party websites or applications (the "Software") is the copyrighted work of MedAdvance and third-party providers. Use of the Software is governed by these Terms. Unauthorized reproduction or distribution of the Software is expressly prohibited by law and may result in civil and criminal penalties. Violators may be prosecuted.

4.3 Non-Medical Billing Content and Submissions/User Content.

4.3.1 Submissions. The Site or MedAdvance Services may enable you to submit, post, upload, or otherwise make available (collectively, "Post") content such as questions, public messages, ideas, product feedback, comments and other content (collectively, "User Content") that may or may not be viewable by other users. If you Post User Content, unless we indicate otherwise, you grant us a nonexclusive, royalty-free, and fully sublicensable right to access, view, use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, copy, and display such User Content throughout the world in any form, media, or technology now known or hereafter developed. You also permit any other user to view, copy, access, store, or reproduce such User Content for that user's personal use. You grant us the right to use the name and other information about you that you submit in connection with such User Content. You represent and warrant that: (a) you own or otherwise control all of the rights to the User Content that you Post; (b) the User Content you Post is truthful and accurate; and (c) use of the User Content you Post does not violate these Terms or any applicable laws. For the avoidance of doubt, User Content does not include any information, such as a clinic, worksite, or employee information you deposit into the MedAdvance Platform service for processing ("Medical Billing Content").

4.3.2 Screening & Removal. You acknowledge and agree that MedAdvance and its designees may or may not, at MedAdvance's discretion, pre-screen User Content before its appearance on the Site or MedAdvance Services, but that MedAdvance has no obligation to do so. You further acknowledge and agree that MedAdvance reserves the right (but does not assume the obligation) in its sole discretion to reject, move, edit or remove any User Content that is contributed to the Site or

MedAdvance Services. Without limiting the foregoing, MedAdvance and its designees shall have the right to remove any User Content that violates these Terms or is otherwise objectionable in MedAdvance's sole discretion. You acknowledge and agree that MedAdvance does not verify, adopt, ratify, or sanction User Content, and you agree that you must evaluate and bear all risks associated with your use of User Content or your reliance on the accuracy, completeness, or usefulness of User Content.

5. Restrictions On Use Of The Site

5.1 By using the Site, including any MedAdvance Service, you specifically agree not to engage in any activity or transmit any information that, in our sole discretion:

- a.** Is illegal, or violates any federal, state, or local law or regulation;
- b.** Advocates illegal activity or discusses illegal activities with the intent to commit them;
- c.** Violates any third-party right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights;
- d.** Is harmful, threatening, abusive, harassing, tortious, indecent, defamatory, sexually explicit or pornographic, discriminatory, vulgar, profane, obscene, libelous, hate speech, violent or inciting violence, inflammatory, or otherwise objectionable;
- e.** Interferes with any other party's use and enjoyment of the Services;
- f.** Attempts to impersonate another person or entity;
- g.** Is commercial in a way that violates these Terms, including but not limited to, using the Site for spam, surveys, contests, pyramid schemes, or other advertising materials;
- h.** Falsely states, misrepresents, or conceals your affiliation with another person or entity;
- i.** Accesses or uses the account of another user without permission;
- j.** Distributes computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or electronic communications equipment;
- k.** Interferes with, disrupts, disables, overburdens, or destroys the functionality or use of any features of the Site, or the servers or networks connected to the Site, or any of the MedAdvance Services;
- l.** "Hacks" or accesses without permission our proprietary or confidential records, those of another user, or those of anyone else;

- m.** Improperly solicits personal or sensitive information from other users including without limitation address, credit card or financial account information, or passwords;
- n.** Decompiles, reverse engineers, disassembles or otherwise attempts to derive source code from the Site, except as expressly permitted in these Terms or by law, unless and then only to the extent permitted by applicable law without consent;
- o.** Removes, circumvents, disables, damages or otherwise interferes with security-related features, or features that enforce limitations on use of, the Site;
- p.** Uses automated or manual means to violate the restrictions in any robot exclusion headers on the Site, if any, or bypasses or circumvents other measures employed to prevent or limit access, for example by engaging in practices such as “screen scraping,” “database scraping,” or any other activity with the purpose of obtaining lists of users or other information;
- q.** Modifies, copies, scrapes or crawls, displays, distributes, publishes, licenses, sells, rents, leases, lends, transfers or otherwise commercializes any materials or content on the Site;
- r.** Uses the Services for benchmarking, or to compile information for a product or service;
- s.** Downloads (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Terms), distributes, posts, transmits, performs, reproduces, broadcasts, duplicates, uploads, licenses, creates derivative works from, or offers for sale any content or other information contained on or obtained from or through the Site or MedAdvance Services, by any means except as provided for in these Terms or with the prior written consent of MedAdvance; or
- t.** Attempts to do any of the foregoing.

If you believe content on the Site violates the above restrictions, please contact us here: (<https://www.medadvance.app/contact.php>).

5.2 In addition, Customers shall not, and shall not permit others to, do the following with respect to the MedAdvance Services:

- a.** Use the MedAdvance Services or allow access to them in a manner that circumvents contractual usage restrictions or that exceeds authorized use or usage metrics set forth in these Terms, any applicable Subscription Plan or MedAdvance’s Reasonable Use Policy (https://www.medadvance.app/reasonable_use_policy.php) incorporated herein by reference;
- b.** License, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the MedAdvance Services or MedAdvance’s then-current technical and functional documentation for the MedAdvance Services (“Documentation”) available for access by third parties except as otherwise expressly provided in these Terms; or

c. Access or use the MedAdvance Services or Documentation for the purpose of developing or operating products or services intended to be offered to third parties in competition with the MedAdvance Services or allow access by a direct competitor of MedAdvance.

5.3 You may not frame the Site, place pop-up windows over its pages, or otherwise affect the display of its pages. You may link to the Site, provided that you acknowledge and agree that you will not link the Site to any website containing any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information or that violates any intellectual property, proprietary, privacy, or publicity rights. Any violation of this provision may, in our sole discretion, result in termination of your use of and access to the Site effective immediately.

5.4 You acknowledge that we have no obligation to monitor your – or anyone else’s – access to or use of the Site for violations of these Terms, or to review or edit any content. However, we have the right to do so for the purpose of operating and improving the Site (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes, analytics, and advertising), to ensure your compliance with these Terms and to comply with applicable law or the order or requirement of a court, consent decree, administrative agency or other governmental body.

6. PRIVACY

6.1 MedAdvance Privacy Policy. You acknowledge that except as described in these Terms or applicable Corporate Terms, the information you provide to us or that we collect will be used and protected as described in the MedAdvance Privacy Policy (https://www.medadvance.app/privacy_policy.php). Please read the Privacy Policy carefully.

6.2 Access & Disclosure. We may access, preserve, or share any of your information when we believe in good faith that such sharing is reasonably necessary to investigate, prevent, or take action regarding possible illegal activities or to comply with legal process (e.g. a subpoena or other legal process). We may also share your information in situations involving potential threats to the physical safety of any person, violations of the MedAdvance Privacy Policy or our user agreements or terms; or to respond to the claims of violation of the rights of third parties and/or to protect the rights, property and safety of MedAdvance, our employees, users, or the public. This may involve the sharing of your information with law enforcement, government agencies, courts, and/or other organizations.

7. TERMS SPECIFIC TO MEDADVANCE SERVICES

7.1 Right to Use MedAdvance Services.

Subject to these Terms, MedAdvance will provide the MedAdvance Services to Customers in accordance with each Customer’s Subscription Plan, and MedAdvance grants to each Customer a limited non-exclusive, non-transferrable right and license

during the Term, solely for its internal business purposes and in accordance with the Documentation, to: (a) use the MedAdvance Services; (b) implement, configure and permit its Authorized Users to access and use the MedAdvance Services up to any applicable limits or maximums; and (c) access and use the Documentation. Authorized Users of Customer must be identified by a unique email address and user name and two or more natural persons may not use the MedAdvance Services as the same Authorized User. If the Authorized User is not an employee of Customer, use of the MedAdvance Services will be allowed only if the user is under confidentiality and other obligations with Customer at least as restrictive as those in these Terms, and is accessing or using the MedAdvance Services solely to support Customer's internal business purposes.

7.2 Payment Terms.

7.2.1 Subscription Plan. The prices, features, and options of the MedAdvance Services depend on the Subscription Plan selected as well as any changes instigated by Customer. MedAdvance does not represent or warrant that a particular Subscription Plan will be offered indefinitely and reserves the right to change the prices for or alter the features and options in a particular Subscription Plan without prior notice.

7.2.2 No Refunds. Customers will timely pay MedAdvance all fees associated with its Subscription Plan, Account or use of the MedAdvance Services, including, but without limitation, by Authorized Users. **CUSTOMER'S PAYMENTS ARE NON-REFUNDABLE EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS.** Charges for prepaid Subscription Plans will be billed to Customer in advance. Charges for per-use purchases and standard Subscription Plan charges will be billed in arrears unless otherwise specified in the Subscription Plan.

7.2.3 Recurring Charges. When you purchase a Subscription Plan, you must provide accurate and complete information for a valid payment method, such as a credit card, that you are authorized to use. Customer must promptly notify us of any change in its invoicing address and must update its Account with any changes related to its payment method. **BY COMPLETING REGISTRATION FOR A SUBSCRIPTION PLAN, CUSTOMER AUTHORIZES MEDADVANCE OR ITS AGENT TO CHARGE ITS PAYMENT METHOD ON A RECURRING (E.G. MONTHLY OR YEARLY) BASIS ("AUTHORIZATION") FOR: (a) THE APPLICABLE SUBSCRIPTION PLAN CHARGES; (b) ANY AND ALL APPLICABLE TAXES; AND (c) ANY OTHER CHARGES INCURRED IN CONNECTION WITH CUSTOMER'S USE OF THE MEDADVANCE SERVICES.** The Authorization continues through the applicable Subscription Term and any Renewal Term (as defined in Section 8.2.3, below) until Customer cancels as set forth in Section 8.2 of these Terms.

7.2.4 Late Fees & Collection Costs. If MedAdvance does not receive payment from Customer's payment method, Customer agrees to pay all amounts due upon demand. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the

date paid. Customers will reimburse any costs or expenses (including, but not limited to, reasonable legal fees) incurred by MedAdvance to collect any amount that is not paid when due. MedAdvance may accept payment in any amount without prejudice to MedAdvance's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to MedAdvance may not be withheld or offset by Customer for any reason against amounts due or asserted to be due from MedAdvance.

7.2.5 Invoices. MedAdvance will provide billing and usage information in a format we choose, which may change from time to time. MedAdvance reserves the right to correct any errors or mistakes that it identifies even if it has already issued an invoice or received payment. Customer agrees to notify us about any billing problems or discrepancies within thirty (30) days after they first appear on your invoice. If Customer does not bring such problems/discrepancies to our attention within thirty (30) days, it agrees to waive its right to dispute such problems or discrepancies.

7.2.6 Billing Cycles. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. Customer agrees that we may (at our option) accumulate charges incurred during a billing cycle and submit them as one or more aggregate charges during or at the end of a cycle, and that we may delay obtaining authorization or payment from Customer's payment card issuer until submission of the accumulated charge(s).

7.2.7 Benefit Programs. You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government agreement with us (a "Business Terms"). Any and all such Benefits are provided solely as a result of the corresponding Business Terms and such Benefits may be modified or terminated without notice. If you use the MedAdvance Services and a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Subscription Plan or receive certain Benefits tied to a Business Terms with us, but you are liable for your own charges, then you authorize us to share enough account information to verify your continuing eligibility for those Benefits and the Subscription Plan.

7.2.8 Tax Responsibility. All payments required by these Terms are stated exclusive of all taxes, duties, levies, imposts, fines or similar governmental assessments, including sales and use taxes, value-added taxes ("VAT"), goods and services taxes ("GST"), excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon, excluding taxes based on MedAdvance's net income (collectively, "Taxes"). Customers shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the MedAdvance Services. Taxes shall not be deducted from the payments to MedAdvance, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, MedAdvance receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or

withholdings been made. Customer hereby confirms that MedAdvance can rely on the name and address set forth in its registration for a Subscription Plan as being the place of supply for sales tax purposes. MedAdvance's and Customer's obligations under this Section 7.2.8 (Tax Responsibility) shall survive the termination or expiration of these Terms.

7.3 Free Trial and Special Offers for MedAdvance Services.

7.3.1 If you register for a free trial, promotional offer or other type of limited offer for use of MedAdvance Services ("Free Trial"), you may be presented with additional terms and conditions when registering for a Free Trial, and any such additional terms and conditions are hereby incorporated into these Terms by reference and are legally binding. This Section 7.3 (Free Trial and Special Offers for MedAdvance Services) supersedes and apply notwithstanding any conflicting provisions with regard to access and use of a Free Trial.

7.3.2 MedAdvance reserves the right to reduce the term of a trial period or end it altogether without prior notice.

7.3.3 The version of the MedAdvance Services that is available for a Free Trial may not include or allow access to all features or functions. ANY DATA THAT A CUSTOMER ENTERS INTO THE MEDADVANCE SERVICES, AND ANY CONFIGURATIONS MADE BY OR FOR A CUSTOMER, DURING THE FREE TRIAL WILL BE PERMANENTLY LOST AT THE END OF THE TRIAL PERIOD UNLESS THE CUSTOMER: (a) PURCHASES A SUBSCRIPTION PLAN TO MedAdvance SERVICES THAT IS EQUIVALENT TO OR GREATER THAN THOSE COVERED BY THE TRIAL; OR (b) EXPORTS SUCH DATA BEFORE THE END OF THE TRIAL PERIOD.

7.3.4 Notwithstanding any other provision of these Terms, including without limitation the warranties described in Section 9 (Warranties and Disclaimers) or any service-specific terms and conditions applicable to a particular MedAdvance Service, including exhibits and attachments accompanying such schedule ("Service Schedule"), during a Free Trial the MedAdvance Services are provided "AS IS" and "as available" without any warranty that may be set forth in these Terms, and MedAdvance DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND MEDADVANCE'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO CUSTOMER'S USE OF THE FREE TRIAL IS USD100.

7.4 Data.

7.4.1 Data Generally. You shall be responsible for data that you provide or use in MedAdvance Services. You are solely responsible for determining the suitability of the MedAdvance Services for your business or organization and complying with any regulations, laws, or conventions applicable to the data you provide, and your use of the MedAdvance Services and Site.

7.4.2 Personal Data. Customer warrants that its collection and use of any personal information or data provided while using the Site complies with all applicable data protection laws, rules, and regulations. Customer and its Authorized Users acknowledge that MedAdvance may process such personal data in accordance with the MedAdvance Privacy Policy (https://www.medadvance.app/privacy_policy.php).

7.5 Customer Warranties.

Customer hereby represents and warrants to MedAdvance that: (a) it has all requisite rights and authority to use the MedAdvance Services under these Terms and to grant all applicable rights herein; (b) it is responsible for all use of the MedAdvance Services associated with its Account; (c) it is solely responsible for maintaining the confidentiality of its Account names and password(s); (d) it agrees to immediately notify MedAdvance of any unauthorized use of Customer's Account of which it becomes aware; (e) it agrees that MedAdvance will not be liable for any losses incurred as a result of a third party's use of its Account, regardless of whether such use is with or without its knowledge and consent; (f) it will use the MedAdvance Services for lawful purposes only and subject to these Terms; (g) any information it submits to MedAdvance is true, accurate, and correct; and (h) it will not attempt to gain unauthorized access to the System or the MedAdvance Services, other accounts, computer systems, or networks under the control or responsibility of MedAdvance through hacking, cracking, password mining, or any other unauthorized means.

7.6 Confidentiality.

7.6.1 Confidential Information. "Confidential Information" means (a) for MedAdvance, the MedAdvance Services and Documentation; (b) for Customer, Customer Data; (c) any other information of a party that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure (and, in the case of oral disclosures, summarized in writing within thirty (30) days of the initial disclosure and delivered to the Recipient), or that due to the nature of the information the Recipient would clearly understand it to be confidential information of the disclosing party; and (d) the specific terms and conditions of this Agreement, and any amendment and attachment thereof, between the parties. Confidential Information shall not include any information that: (i) was or becomes generally known to the public through no fault or breach of this Agreement by the Recipient; (ii) was rightfully in the Recipient's possession at the time of disclosure without restriction on use or disclosure; (iii) was independently developed by the Recipient without use of the disclosing party's Confidential Information; or (iv) was rightfully obtained by the Recipient from a third party not under a duty of confidentiality and without restriction on use or disclosure. All information provided to MedAdvance that is not Confidential Information will be treated in accordance with the MedAdvance Privacy Policy (https://www.medadvance.app/privacy_policy.php).

7.6.2 Restricted Use and Nondisclosure. During and after the Subscription Term, the party receiving Confidential Information ("Recipient") will: (a) use the Confidential Information of the other party solely for the purpose for which it is provided; (b) not disclose such Confidential Information to a third party, except on a need-to-know

basis to its attorneys, auditors, consultants, and service providers who are under confidentiality obligations at least as restrictive as those contained herein; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. Notwithstanding the foregoing, Customer expressly authorizes MedAdvance to use and process Customer Data as described in the MedAdvance Privacy Policy, which provides for, but is not limited to, delivering Medical Billing as indicated by Customer's use of the MedAdvance Services and sharing Consumer Data (as defined in the Consumer App) with individuals that are authorized to view the information created by Customer.

7.6.3 Required Disclosure. If MedAdvance is required by law to disclose Confidential Information, MedAdvance will give prompt written notice to Customer before making the disclosure, unless prohibited from doing so by the legal or administrative process, and assist Customer to obtain where reasonably available an order protecting the Confidential Information from public disclosure.

7.6.4 Ownership. Notwithstanding any other provision of these Terms, MedAdvance acknowledges that, as between the parties, all Confidential Information it receives from Customer, including all copies thereof in Recipient's possession or control, in any media, is proprietary to and exclusively owned by Customer. Nothing in these Terms grants MedAdvance any right, title or interest in or to any of the Customer's Confidential Information. MedAdvance's incorporation of the disclosing party's Confidential Information into any of its own materials will not render Confidential Information non-confidential.

8. TERM AND TERMINATION

8.1 Termination – Site Visitors. A Site Visitor can terminate its use of the Site at any time by ceasing further use of the Site. MedAdvance may terminate your use of the Site and deny you access to the Site in our sole discretion for any reason or no reason, including for violation of these Terms.

8.2 Term and Termination – Customers.

8.2.1 Suspension of Access to MedAdvance Services. MedAdvance may suspend any use of the MedAdvance Services, remove any content or disable or terminate any Account or Authorized User that MedAdvance reasonably and in good faith believes violates these Terms. MedAdvance will use commercially reasonable efforts to notify you prior to any such suspension or disablement, unless MedAdvance reasonably believes that: (a) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (b) it is necessary to delay notice in order to prevent imminent harm to the MedAdvance Services or a third party. Under circumstances where notice is delayed, MedAdvance will provide the notice if and when the related restrictions in the previous sentence no longer apply.

8.2.2 Term. The period of effectiveness of these Terms ("Term"), with respect to MedAdvance Services, begins on the date the Customer accepts it and continues

until the Customer's Subscription Plan expires or its use of the MedAdvance Services ceases (including as a result of termination in accordance with this Section 8.2), whichever is later.

8.2.3 Subscription Term and Automatic Renewals. MedAdvance's Subscription Plans automatically renew unless otherwise noted. If you purchase a Subscription Plan it will automatically renew, unless, prior to the end of the current period of effectiveness of the Subscription Plan ("Subscription Term"): (a) you terminate your Account; (b) you set your Account not to auto-renew; (c) MedAdvance declines to renew your Subscription Plan; or (d) these Terms are otherwise properly terminated as expressly permitted herein. Each renewal period is a "Renewal Term." Subscription Plan fees and features may change over time and we may recommend a new Subscription Plan that is comparable to your previous Subscription Plan that is ending. If you accept the new Subscription Plan, its terms and conditions with these Terms will apply in the Renewal Term and thereafter.

8.2.4 Termination by Customer. You may terminate your Account at any time upon ten (10) days' advance written notice to MedAdvance. If you wish to terminate, you must provide notice by contacting us here: (www.medadvance.app/support_ticket.php). Section 7.2.2 notwithstanding, if a Customer terminates its annual Subscription Plan within the first thirty (30) days of the Subscription Term, it may submit a written request to MedAdvance for a refund of the fees paid to MedAdvance which MedAdvance will consider, without obligation, in good faith. MedAdvance has no obligation to consider refund requests related to a termination of a Subscription Plan if the termination does not occur in the first thirty (30) days of the relevant Subscription Plan, or if there has been violation of other Terms herein, or if records indicate substantial productive use took place during that period.

8.2.5 Default; Termination by MedAdvance. A Customer will be in default of these Terms if: (a) it fails to timely pay any amount owed to us or an Affiliate of ours; (b) it or an Authorized User associated with its Account breaches any provision of these Terms or violates any published policy applicable to the MedAdvance Services; (c) it is or becomes subject to any proceeding under the Bankruptcy Code or similar laws; or (d) if, in our sole discretion, we believe that continued use of the MedAdvance Services by the Customer (or its Authorized Users or signers) creates legal risk for MedAdvance or presents a threat to the security of the MedAdvance Services or MedAdvance's customers. If a Customer is in default, we may, without notice: (i) suspend its Account and use of the MedAdvance Services; (ii) terminate its Account; (iii) charge reactivation fees in order to reactivate its Account; and (iv) pursue any other remedy available to us. A MedAdvance "Affiliate" means any legal entity that MedAdvance owns, that or that is under common control with MedAdvance. "Control" and "own" mean the right to direct the management of the entity.

8.2.6 Effect of Termination. If these Terms expires or are terminated for any reason: (a) Customer will pay to MedAdvance any amounts that have accrued before, and remain unpaid, as of the date of the termination or expiration, including those for the billing cycle in which termination occurs; (b) any and all of Customer's liabilities to

MedAdvance that have accrued before the effective date of the expiration or termination will survive; (c) licenses and use rights granted to Customer with respect to the Site and MedAdvance Services and intellectual property will immediately terminate; (d) MedAdvance's obligation to provide any further services to Customer under these Terms will immediately terminate, except any such services that are expressly to be provided following expiration or termination of these Terms; and (e) the provisions of Section 3 (Usage and Access Rights), Section 4 (Ownership), Section 5.3 (Restrictions on Use of the Site), Section 5.4 (Compliance with Terms), Section 6 (Privacy), Section 7.2.2 (No Refunds), Section 7.2.7 (Benefit Programs), Section 7.2.8 (Tax Responsibility), Section 7.3 (Free Trial and Special Offers for MedAdvance Services), Section 7.4 (Data), Section 7.6 (Confidentiality), Section 8.2.6 (Effect of Termination), Section 9 (Warranties and Disclaimers), Section 10 (Indemnification Obligations), Section 11 (Limitations of Liability), and Section 12 (General) will survive, as well as provisions designated to survive under any Service Schedules and accompanying attachments and Exhibits to these Terms.

9. WARRANTIES AND DISCLAIMERS

THE MEDADVANCE SERVICES, DOCUMENTATION, AND SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE." YOUR USE OF THE MEDADVANCE SERVICES, DOCUMENTATION, AND SITE SHALL BE AT YOUR SOLE RISK. MEDADVANCE AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, SHAREHOLDERS, AGENTS, AFFILIATES, SUBSIDIARIES, AND LICENSORS ("MEDADVANCE PARTIES"): (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE MEDADVANCE SERVICES, DOCUMENTATION, OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET YOUR REQUIREMENTS, OR BE TIMELY OR SECURE. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE MEDADVANCE SERVICES, DOCUMENTATION, OR SITE.

THE MEDADVANCE PARTIES MAKE NO WARRANTIES OR REPRESENTATIONS THAT MEDADVANCE SERVICES, DOCUMENTATION, AND SITE HAVE BEEN AND WILL BE PROVIDED WITH DUE SKILL, CARE AND DILIGENCE OR ABOUT THE ACCURACY OR COMPLETENESS OF THE MEDADVANCE SERVICES, DOCUMENTATION, AND SITE CONTENT AND ASSUMES NO RESPONSIBILITY FOR ANY: (i) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (ii) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF MEDADVANCE SERVICES, DOCUMENTATION, AND SITE; (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (iv) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE; (v) ANY BUGS, VIRUSES,

TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE THROUGH THE ACTIONS OF ANY THIRD PARTY; (vi) ANY LOSS OF YOUR DATA OR CONTENT FROM THE SITE; AND/OR (vii) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA MEDADVANCE SERVICES, DOCUMENTATION, AND SITE. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF MEDADVANCE TO ANY THIRD PARTY. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY, AND FOR THE MINIMUM WARRANTY PERIOD ALLOWED BY THE MANDATORY APPLICABLE LAW.

THE MEDADVANCE PARTIES DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, AND THE MEDADVANCE PARTIES WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE.

If you are a California resident, you hereby waive California Civil Code §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." This release includes the criminal acts of others.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages such as in this Section 9 or below in Section 11. Accordingly, some of these limitations may not apply to you. If you are a New Jersey resident, or a resident of another state that permits the exclusion of these warranties and liabilities, then the limitations in Section 9 and Section 11 specifically do apply to you.

10. INDEMNIFICATION OBLIGATIONS

You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to, as applicable: (a) your access to and use of the Site; (b) violation of these Terms by you or Authorized Users, as applicable; (c) infringement of any intellectual property or other right of any person or entity by you; (d) the nature and content of all Customer Data processed by the MedAdvance Services; or (e) any products or services purchased or obtained by you in connection with the Site.

MedAdvance retains the exclusive right to settle, compromise and pay, without your prior consent, any and all claims or causes of action which are brought against us. 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 with our defense of these claims. You agree not to settle any matter in which we are named as a defendant and/or for which you have indemnity obligations without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

11. LIMITATIONS OF LIABILITY

11.1 Disclaimer of Consequential Damages.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, MEDADVANCE WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, COVER, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS, INCLUDING, BUT NOT LIMITED TO, GOODWILL, WORK STOPPAGE, LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES, AND WHETHER SUCH CLAIMS ARE MADE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MEDADVANCE PARTIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY: (a) USE OF THE SITE, DOCUMENTATION, OR MEDADVANCE SERVICES; (b) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (c) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, DOCUMENTATION, OR MEDADVANCE SERVICES; (d) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (e) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVERS; (f) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE, DOCUMENTATION, OR MEDADVANCE SERVICES BY ANY THIRD PARTY; (g) ANY LOSS OF YOUR DATA OR CONTENT FROM THE SITE, DOCUMENTATION, OR MEDADVANCE SERVICES; (h) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, DOCUMENTATION, OR MEDADVANCE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE MEDADVANCE PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND/OR (i) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS OR OUR PRIVACY POLICY.

Some countries and jurisdictions do not allow the limitation or exclusion of consequential, direct, indirect, or other damages in contracts with consumers and to the extent you are a consumer the limitations or exclusions in this Section 11.1 may not apply to you.

11.2 Cap on Damages. OUR TOTAL LIABILITY TO YOU FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR TO YOUR USE OF THE SITE (INCLUDING WITHOUT LIMITATION WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO MEDADVANCE FOR THE MEDADVANCE SERVICE(S) GIVING RISE TO THE CLAIM UNDER THESE TERMS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT GIVING RISE TO LIABILITY, OR USD 100, WHICHEVER IS GREATER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

11.3 Independent Allocations of Risk. Each provision of these Terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of these Terms between the parties. This allocation is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of these Terms, and each of these provisions will apply even if the warranties in these Terms have failed of their essential purpose.

11.4 Jurisdictional Limitations.

11.4.1 Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you. In that event, such exclusions and limitations shall apply to the maximum extent permitted by applicable mandatory law (and our liability shall be limited or excluded as permitted under mandatory applicable law). If you are a New Jersey resident, the limitations in Section 11 specifically do apply to you.

11.4.2 MedAdvance's potential liability to you if you are domiciled in Germany is limited as described in Section 12.9 below.

12. GENERAL

12.1 Third Party Content. We may provide, or third parties may provide, links to other third-party web sites, services, or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any third-party content to which links may be provided, and you hereby waive any claim you might have against us with respect to such services. MEDADVANCE IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE LOCATED OUTSIDE THE SITE OR POSTS OF USER CONTENT. Your correspondence or business dealings with, or participation in promotions of, advertisers or partners found on or through the Site, including payment and delivery

of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser or partner. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or links to third-party web sites or resources on the Site.

12.2 Relationship. At all times, you and MedAdvance are independent contractors, and are not the agents or representatives of the other. These Terms are not intended to create a joint venture, partnership, or franchise relationship between the parties. Non-parties do not benefit from and cannot enforce these Terms. There are no third-party beneficiaries to these Terms. You must not represent to anyone that you are an agent of MedAdvance or is otherwise authorized to bind or commit MedAdvance in any way without MedAdvance's prior written authorization.

12.3 Export Control Laws. You acknowledge that the Site, Documentation, and/or MedAdvance Services and any related products, information, documentation, Software, technology, technical data, and any derivatives thereof, that MedAdvance makes available (collectively "Excluded Data"), is subject to export control laws and regulations of the United States (including, without limitation, the U.S. Export Administration Act and the sanctions regulations administered by the U.S. Department of the Treasury Office of Foreign Assets Control ("OFAC")) and other jurisdictions (collectively "Export Laws"). You represent and warrant that you will not access, download, use, export or re-export, directly or indirectly, the Excluded Data to any location, entity, government or person prohibited by Export Laws (including, without limitation, to any end user in a U.S. embargoed country or territory or an end user included on OFAC's listing of Specially Designated Nationals or the U.S. Commerce Department's Entity List or Denied Persons List), without first complying with all Export Laws that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction you operate or do business. You are solely responsible for complying with Export Laws for all Excluded Data and any of its content transmitted through the Site.

12.4 Assignability. You may not assign your rights or obligations under these Terms without MedAdvance's prior written consent. If consent is given, these Terms will bind your successors and assigns. Any attempt by you to transfer your rights, duties, or obligations under these Terms except as expressly provided in these Terms is void. MedAdvance may freely assign its rights, duties, and obligations under these Terms.

12.5 Notices. Except as otherwise permitted by these Terms, any notice required or permitted to be given in connection with the MedAdvance Services will be effective only if it is in writing and sent using: (a) the MedAdvance Services; (b) by certified or registered mail; or (c) insured courier, to the appropriate party at the address set forth in Customer's registration information or on the Site for MedAdvance, with a copy, in the case of MedAdvance, to legal@medadvancefinancial.com. Customer or MedAdvance may change its address for receipt of notice by notice to the other party through a notice provided in accordance with this Section 12. Notices are deemed

given upon receipt if delivered using MedAdvance Services, two (2) business days following the date of mailing, or one (1) business day following delivery to a courier.

12.6 Force Majeure. Except for any payment obligations, neither you nor MedAdvance will be liable for failure to perform any obligation under these Terms to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike and other causes beyond the party's reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use commercially reasonable efforts to resume performance as soon as practicable. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

12.7 Mandatory Arbitration, Waiver of Class Actions Applicable to Customers.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

12.7.1 This Section 12.7 is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before these Terms or any prior; and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property as provided below.

12.7.2 Initial Dispute Resolution. Most disputes can be resolved without resort to arbitration. If you have any dispute with us, you agree that before taking any formal action, you will contact us at legal@medadvance.app, and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an Account). Except for intellectual property, you and MedAdvance agree to use their reasonable efforts to settle any dispute, claim, question, or disagreement directly through consultation with MedAdvance, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

12.7.3 Binding Arbitration. If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, (except as provided below) subject to these Terms set forth below. Specifically, all claims arising out of or relating to these Terms, the parties' relationship with each other, and/or your use of MedAdvance shall be finally settled by binding arbitration administered in accordance with the American Arbitration Association Rules in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions.

12.7.4 Arbitrator's Powers. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms including

but not limited to any claim that all or any part of these Terms is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

12.7.5 Filing a Demand. To start an arbitration, you must do the following: (a) Write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover; (b) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to the designated arbiter; and (c) Send one copy of the Demand for Arbitration to us at: legal@medadvance.app

12.7.6 Fees & Costs. If your claim(s) total is less than USD \$5,000.00, then: (a) you may choose whether your participation in the arbitration will be conducted on the basis of documents provided to the arbitrator, through a telephonic hearing or by in-person hearing; (b) MedAdvance will reimburse your filing fees up to a maximum of USD \$1,500.00, unless the arbitrator determines that your claims are frivolous; and (c) MedAdvance will not seek attorney's fees and costs, unless the arbitrator determines that your claims are frivolous. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

12.7.7 No Trial. The parties understand that, absent this mandatory arbitration section, they would have the right to sue in court and have a trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

12.7.8 Venue. Arbitration shall be initiated and take place in in New York City, NY United States, and you and MedAdvance agree to submit to the personal jurisdiction of any federal or state court in, New York City, NY United States in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

12.7.9 Class Action Waiver. The parties further agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. **YOU AND MEDADVANCE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

12.7.10 Exception Litigation of Intellectual Property. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court with

jurisdiction to protect its intellectual property rights (“intellectual property rights” means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights).

12.7.11 Survival. This Mandatory Arbitration, Waiver of Class Actions section shall survive any termination of your use of the Site.

12.8 Entire Terms. These Terms, which include the language and paragraphs preceding Section 1, are the final, complete, and exclusive expression of the agreement between you and MedAdvance regarding the MedAdvance Services provided under these Terms. These Terms supersede and the parties disclaim any reliance on previous oral and written communications (including any confidentiality agreements pertaining to the MedAdvance Services under these Terms) with respect to the subject matter hereof and apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. MedAdvance hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer and conditions assent solely based on these Terms and conditions of these Terms as offered by MedAdvance. Except as explicitly permitted in these Terms, no modification or amendment of these Terms shall be effective unless it is in writing and signed by an authorized agent of the party against whom the modification or amendment is being asserted. In the event of an inconsistency or conflict, the order of precedence in descending order of control is as follows: (a) the Subscription Plan; (b) any attachments or appendix(ices) to the Service Schedule(s); (c) the Service Schedule; and (d) these Terms.

12.9 Limitations on Liability for Customers Domiciled in Germany. The provisions of this Section 12.9 apply only to Customers who are domiciled in Germany when entering into these Terms.

12.9.1 MedAdvance shall be fully liable for intentional and gross negligence, as well as for any damages arising from injury to life, body or health caused by MedAdvance.

12.9.2 In the case of slight negligence, MedAdvance shall be liable only for breach of a material obligation (“Cardinal Duty”). A Cardinal Duty in the meaning of this Section 12.9 is an obligation, the fulfillment of which is essential to the performance of these Terms and on the fulfillment of which the contracting party may therefore rely.

12.9.3 In accordance with Section 12.9.2 above, MedAdvance shall not be liable for any lack of economic results, loss of profit or indirect damages.

12.9.4 Liability in the meaning of Sections 12.9.2 and 12.9.3 above is limited to typical, foreseeable damages.

12.10 Governing Law & Venue. Governing Law & Venue. These Terms will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of New York, United States., without reference to its choice of law rules to the contrary. For purposes of determining the governing law, you and

MedAdvance agree that MedAdvance is the proponent of these Terms. Notwithstanding Customer's and MedAdvance's agreement to mandatory arbitration, either party may seek any interim or preliminary injunctive relief from a court of competent jurisdiction in the New York City, NY United States, as necessary to protect the party's rights or property pending the completion of arbitration. Customer and MedAdvance submit to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in the New York City, NY United States.

12.11 Language and Translations. MedAdvance may provide translations of these Terms or other terms or policies. Translations are provided for informational purposes and if there is an inconsistency or conflict between a translation and the English version, the English version will control.

12.12 Waiver. The waiver by either you or MedAdvance of any breach of any provision of these Terms does not waive any other breach. The failure of any party to these Terms to insist on strict performance of any covenant or obligation in accordance with these Terms will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms.

12.13 Severability. If any part of these Terms is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms will remain in full force and effect. If any material limitation or restriction on the grant of any license to you under these Terms is found to be illegal, unenforceable, or invalid, the license will immediately terminate.

12.14 How to Contact Us. If you have any questions about the Site or Terms, pricing, complaints, or other inquiries, please contact MedAdvance (www.medadvance.app/contact.app).

MEDADVANCE PLATFORM SCHEDULE

This Service Schedule was last updated on December 25, 2021. Unless otherwise defined in this Service Schedule, capitalized terms will have the meaning given to them in the Terms.

1. DEFINITIONS

“MedAdvance Platform” means the on-demand electronic MedAdvance Service, which provides online issuance of invoices, collection of payments, provision of finance and claiming of medical rebates for the purpose of Medical Billing.

“Medical Billing” means a system of requesting and receiving payment for services by medical service providers for treatments, consultations and procedures..

“EU Directive” means Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

“System” refers to the software systems and programs, the communication and network facilities, and the hardware and equipment used by MedAdvance, its vendors or its agents to provide the MedAdvance Platform service.

“Transaction Data” means the data associated with a Medical Billing (such as invoices, credit card transactions, benefits entitlement data, images, hash value, method and time of data deletion, email addresses and platform IDs) and maintained by MedAdvance in order to facilitate payments and establish the digital audit trail required by MedAdvance Platform.

2. ADDITIONAL USAGE LIMITATIONS AND CUSTOMER RESPONSIBILITIES

2.1 MedAdvance’s provision of the MedAdvance Platform service is conditioned on Customer’s acknowledgement of and agreement to the following:

(a) MedAdvance Platform facilitates the issuance of invoice and the processing of payments. Nothing in this Schedule may be construed to make MedAdvance a party to any bill for services, provision of medical services, or claim for medical benefits processed through MedAdvance Platform with the exception of the role of MedAdvance as a Billing Agent. MedAdvance makes no representation or warranty regarding the transactions sought to be effected by any medical practitioner or clinic;

(b) The Customer has exclusive control over and responsibility for the content, quality, and format of any medical billing data;

(c) MedAdvance is not responsible for determining how long any transaction data, documents, and other records are required to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further,

MedAdvance is not responsible for providing Customer's medical billing or other documents to third parties notwithstanding audit processes instigated by Medicare;

(d) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. MedAdvance does not and is not responsible to: (i) determine whether any particular transaction involves a "consumer;" (ii) furnish or obtain any such consents or determine if any such consents have been withdrawn; (iii) provide any information or disclosures in connection with any attempt to obtain any such consents; (iv) provide legal review of, or update or correct any information or disclosures currently or previously given; (v) provide any such copies or access, except as expressly provided in the Documentation for all transactions, consumer or otherwise; or (vi) otherwise to comply with any such special requirements; and

(e) Customer undertakes to determine whether any "consumer" is involved in any transaction presented by its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on medical billing or their payments.

2.2 Subscription Plans purchased on medadvance.app may not be used in conjunction with MedAdvance APIs unless otherwise stated in the subscription plan and are available for use with a limited number of integrations.

3. DATA STORAGE AND DELETION

3.1 Storage. During the Term MedAdvance will store Customer data per the Terms of the Subscription Plan. However, MedAdvance may set and enforce limits for reasonable use in order to prevent abusive or unduly burdensome use of MedAdvance Platform. Customers may retrieve and store copies of invoices, billing codes or patient information for storage outside of the System at any time during the Subscription Term when Customer is in good financial standing under these Terms, and may delete or purge invoices, billing codes or patient information from the System at its own discretion.

3.2 Uncompleted invoices, billing codes or patient information. MedAdvance may, at its sole discretion, delete uncompleted invoices, billing codes or patient information from the System immediately and without notice upon expiration of the Subscription Term. MedAdvance assumes no liability or responsibility for a party's failure or inability to backup any invoices, billing codes or patient information within such a period of time.

3.3 Deletion. MedAdvance may delete an Account and Customer Data, including without limitation invoices, billing codes or patient information (whether complete or not), upon the expiration of the Subscription Term or termination as described in Section 8.2 of the MedAdvance Services Terms and Conditions.

3.4 Retention of Transaction Data. MedAdvance may retain Transaction Data for as long as it has a business purpose or regulatory requirement to do so.

4. INFORMATION SECURITY AND PERSONAL DATA

4.1 Customer Responsibilities. MedAdvance Platform provides Customer with certain features and functionalities that Customer may elect to use, including the ability to retrieve and delete invoices, billing codes or patient information in the System. Customer is responsible for properly: (a) configuring MedAdvance Platform; (b) using and enforcing controls available in connection with MedAdvance Platform (including any security controls); and (c) taking such steps, in accordance with the functionality of MedAdvance Platform, that Customer deems adequate to maintain appropriate security, protection, deletion, and backup of Customer Data, which include controlling the management of Authorized Users' access and credentials to the MedAdvance Platform, controlling Customer Data that is Processed by the MedAdvance Platform, and controlling the archiving or deletion of invoices, billing codes or patient information in the System. Customer acknowledges that MedAdvance has no obligation to protect Customer Data, including Personal Data (defined below), that Customer elects to store or transfer outside of the MedAdvance Platform (e.g., offline or on-premise storage).

4.2 Information Security. MedAdvance will employ commercially reasonable technical and organizational measures that are designed to prevent unlawful or unauthorized access, use, alteration, or disclosure of Customer Data.

5. ACCOUNTS & ORGANIZATIONAL ADMINISTRATION

5.1 Each Account is associated with a single email address. If the domain of the primary email address associated with an Account is owned by a business or other organization ("Entity") and was assigned to Customer as an employee, contractor or member of the Entity, such as `yourname@youremployer.com` or `yourname@nonprofit.org` ("Entity Email Address"), Customer grants that Entity and its administrator(s) permission to: (a) identify Accounts created with an Entity Email Address; and (b) restrict or terminate access to an Account created with an Entity Email Address. Customer acknowledges and agrees that MedAdvance may assist Entity with such administration.

6. SUBSCRIPTION PLANS & PRICES

6.1 The prices, features, and options of MedAdvance Platform depend on the Subscription Plan selected by Customer as well as any changes instigated by Customer. For example: (a) if Customer adds Authorized Users, MedAdvance may charge the applicable subscription amount for each additional Authorized User; or (b) if Customer initiated more transactions than are included in your Subscription Plan, MedAdvance may charge for additional employees or assign Customer to a new Subscription Plan. Customers may also purchase optional services on a periodic or

per-use basis. MedAdvance may change the prices for or alter the features and options in a particular Subscription Plan without notice.

ATTACHMENT FOR MEDADVANCE CONSUMER APP

This Attachment was last updated on November 6, 2022. Unless otherwise defined in this Service Attachment, capitalized terms will have the meaning given to them in the Terms.

1. DEFINITIONS

“Cardholder Data” means individual credit and debit card account numbers or related data.

“Consumer” means the user of the MedAdvance Consumer App.

“MedAdvance Payments” means the feature of MedAdvance Consumer App designed to collect payment information for the purpose of payment processing.

“Payment Applications” refers broadly to all supported payment applications, gateways, processors and service providers that store, process, or transmit cardholder data as part of authorization or settlement, where these payment applications are sold, distributed, or licensed to consumers by third parties.

“Payment Card Brands” means American Express, Discover, MasterCard, and Visa.

“Signer” means the person that uses MedAdvance Payments to make a payment transaction that results in the debiting or charging of an amount to such person’s payment instrument and the crediting of funds to Consumer.

2. MEDADVANCE CONSUMER APP

2.1 MedAdvance Consumer App is a MedAdvance Service based in and provided from Australia and the United States that helps facilitate transactions and information about MedAdvance products, and facilitate financial processing between Consumers, the MedAdvance platform, medical practitioners and payment processing platforms regarding payments and payment processing.

2.2 During the Term, and subject to compliance with the terms and conditions of this Service Attachment, a Consumer with a MedAdvance payments-enabled Account for MedAdvance Consumer App, and the Consumer’s Authorized Users, will have the right to access and use MedAdvance Payments within such Account in accordance with the Terms for the consumer’s personal purposes.

2.3 To facilitate payments through a third-party Payment Application, Consumer will be required to provide MedAdvance with certain Consumer Data, including, specifically, information that allows MedAdvance to: (a) transmit Consumer’s identifying information to a Payment Application; (b) if applicable, receive appropriate

payment authorization from a Payment Application; and (c) collect any other information that Consumer or Payment Application requires of MedAdvance in order to facilitate payment processing. Consumer authorizes MedAdvance to store, process, and transmit Consumer Data as necessary for a Payment Application to facilitate payment processing between Consumer and a third party designated by Consumer. Unless otherwise provided in the applicable Service Schedule for the MedAdvance Consumer App, the MedAdvance Consumer App will temporarily store information received from Consumer, such as account information for a Payment Application, only for the purpose of facilitating the payment processing.

2.4 The payment processing facilitated through MedAdvance Consumer App is communication activities between Consumer and a third party and/or Consumer and a Payment Application, and not with MedAdvance or any of its Affiliates. Payment Applications are operated by third-party independent organizations and not agents, employees, or subcontractors of MedAdvance. MedAdvance does not control the payment methods made available by the Payment Applications through MedAdvance Consumer App nor any products or services that are sold or purchased by Consumer. At no time does MedAdvance receive or hold payments or value for any party when MedAdvance Payments is used to facilitate communication of payment processing requests. Consumer acknowledges and agrees that MedAdvance cannot ensure that a third party will complete a payment processing or that it is authorized to do so.

3. ADDITIONAL CUSTOMER RESPONSIBILITIES

3.1 MedAdvance's provision of the MedAdvance Consumer App is conditioned on Consumer's acknowledgment of and agreement to the following:

(a) Consumer is solely responsible for registering and maintaining an account with Consumer App in order to receive product information, apply for or participate in finance facilities and other services that may be facilitated within the MedAdvance Consumer App;

(b) Consumer is solely responsible for complying with: (i) all laws applicable to the payment processing conducted by Consumer via the MedAdvance Consumer App; (ii) standards set forth by the Payment Card Brands; and (iii) all terms of use or other terms and conditions between Consumer and Payment Applications;

(c) Consumer is solely responsible for the acts and omissions of its Authorized Users in relation to their use of MedAdvance Consumer App and for ensuring that such use complies with the terms of the Agreement;

(d) Consumer has exclusive control over and responsibility for the content, quality, and format of any transaction it submits to be processed by MedAdvance Consumer App. Nothing in this Service Attachment may be construed to make MedAdvance a party to any transaction processed by MedAdvance Consumer App, and MedAdvance makes no representation or warranty regarding the transactions sought to be effected by Consumer's use of MedAdvance Consumer App; and

(e) Consumer is solely responsible for any and all disputes with any Payment Applications or Signers related to or in connection with a payment processing sought to be facilitated via MedAdvance Consumer App, including, but not limited to: (i) chargebacks; (ii) products or services not received; (iii) return of, delayed delivery of, or canceled products or services; (iv) canceled transactions; (v) duplicate transactions or charges; (vi) electronic debits and credits involving bank accounts, debit cards, credit cards, and check issuances; and (vii) amount of time to complete payment processing.

3.2 Consumer is responsible for compliance with the Payment Card Industry Data Security Standard, developed and published jointly by the Payment Card Brands for protecting Cardholder Data as it relates to their payment processes and use of Cardholder Data and as it may be updated from time-to-time.

4. THIRD PARTY CLAIMS

In addition to the third party claims obligations and subject to the indemnification procedures under the Terms, Consumer will indemnify MedAdvance's and its Affiliates' Indemnified Parties from, and defend the Indemnified Parties against, any Claim to the extent arising from or related to: (a) improper use of MedAdvance Consumer App; (b) any breach by Consumer of its obligations hereunder; (c) the nature and content of all Cardholder Data or any related data thereto provided by Consumer, its Authorized Users, or Signers through use of MedAdvance Consumer App; (d) violation of any law or the rights of a third party by Consumer through its use of MedAdvance Consumer App and/or the actions or inactions of any third party to whom Consumer grants permissions to use the Consumer's Account or access MedAdvance Consumer App on Consumer's behalf; and (e) the terms of an agreement between Consumer and a Signer, or Consumer and a Payment Application.

ATTACHMENT FOR MEDADVANCE BUSINESS APP

This Attachment was last updated on November 6, 2022. Unless otherwise defined in this Service Attachment, capitalized terms will have the meaning given to them in the Terms.

1. DEFINITIONS

"Employee" means a worker of a client of the MedAdvance Platform. Employees include all users of the MedAdvance Platform authorized by the Customer including direct workers, contract workers and outsourced workers.

"Transactions" means the issuance of invoices and acceptance and transmission of payments through the MedAdvance Business App, including acceptance of physical credit cards at the worksite or business location.

“Functionality” means the service within MedAdvance Business App and MedAdvance Platform which facilitate the organization, transmission and receiving of Employee Questions.

“BYOD” meaning is when employees use their own personal devices to connect to the organization's network and access what they need to do their jobs

2. ADDITIONAL EMPLOYEE RESPONSIBILITIES FOR USE OF MEDADVANCE BUSINESS APP

2.1 MedAdvance's provision of MedAdvance Business App is for use with the MedAdvance Platform is conditioned on employees' acknowledgement of, and agreement to, the following:

(a) The Employee is solely responsible for registering and maintaining a MedAdvance Client Employee account with in order to facilitate Functionality between MedAdvance and the Customer of MedAdvance Platform where the employee is using their own device (“BYOD”);

(b) As between MedAdvance and the Employee, the Employee will take reasonable steps to ensure the MedAdvance Business App and associated Functionality are not accessed or answered by a third party.

(c) As between MedAdvance and the Employee, the Employee will report to MedAdvance through the MedAdvance Business App or via email any attempt of the Employer or any third party to access the MedAdvance Business App, influence Functionality or in any way inhibit the ability of the Functionality of th MedAdvance Business App.

(d) As between MedAdvance and the Employee, the Employee is solely responsible for complying with all laws applicable to the content, communications, and use of MedAdvance Business App and Functionality by its Authorized Users and Signers, and Customer represents and warrants it will use and permit use of MedAdvance Business App solely for lawful purposes and only in accordance with the terms of the Agreement;

(e) Functionality through the MedAdvance Business App is transported and stored in an encrypted form therefore MedAdvance is not able to view such content in a way that identifies all data of the transaction. Examination of transaction data will only be permissible under circumstances where there is a reasonable belief that a threat to life operation and Functionality of the MedAdvance Business App or MedAdvance Platform, or when ordered to do so by a court of competent jurisdiction.

(f) The Employee is responsible for reporting to MedAdvance the loss or theft of any BOYD on which the MedAdvance Business App is installed and connected to a Customer account.

(g) The Employee is responsible for reporting to MedAdvance changes in employment where they are no longer under employment at the Customer and

undertakes to immediately remove the MedAdvance Business App from any BYOD under their control.

3. Customer Privacy

MedAdvance will use all reasonable process and technical expertise to ensure that communications between the MedAdvance Platform and the Customer do not reveal the identity of the Employee to any third party. What is reasonable process and technical expertise will be determined at the sole discretion of MedAdvance.

4. Additional Provisions

All other terms and conditions of the Agreement and the Service Schedule for MedAdvance Platform apply to Employee's use of MedAdvance Business App as part of MedAdvance Services.