

TERMS AND CONDITIONS

Acceptance of these Terms and Conditions

Welcome to the Patient Portal operated by CDR Health Care, Inc. (the “Company,” “we,” “our” or “us”). These terms and conditions are entered into by and between you and the Company. The following terms and conditions, together with any documents expressly incorporated herein by reference (collectively, these “Terms and Conditions”), govern your access to, browsing of and use of the Patient Portal, including any content, functionality and services offered on or through the Patient Portal (the “Website”), whether as a guest or a registered user. Please read these Terms and Conditions carefully before you start to use the Website. By accessing, browsing or using the Website, or by clicking to accept or agree to these Terms and Conditions when this option is made available to you, you accept and acknowledge your assent to, without limitation or qualification, these Terms and Conditions, our Privacy Policy and our HIPAA Notice of Privacy Practices. If you do not agree to these Terms and Conditions, our Privacy Policy or our HIPAA Notice of Privacy Practices, then please do not access, browse or use the Website.

Disclaimer of Content

The Website provides Information (as hereinafter defined) about our Company and our subsidiaries. If you are a patient or healthcare consumer, you should not use Information found on the Website to replace a relationship with your physician or other healthcare professional and should not rely on that Information as professional medical advice. Always seek the advice of your physician or other qualified healthcare provider concerning questions you have regarding a medical condition, and before starting, stopping or modifying any treatment or medication. In the case of a health emergency, seek immediate assistance from emergency personnel. Never delay obtaining medical advice or disregard medical advice because of something you have read on the Website.

The Information (including, without limitation, advice and recommendations) on the Website is intended solely as a general educational aid and is neither medical nor health care advice for any individual problem nor a substitute for medical or other professional advice and services from a qualified health care provider familiar with your medical history. Use of the Website does not create a doctor-patient relationship. Nothing contained in the Website is intended to be used for medical diagnosis or treatment.

Changes to these Terms and Conditions

We may revise and update these Terms and Conditions from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to, browsing of and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms and Conditions means that you accept and agree to the changes. You are expected to check this page each time you access the Website so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend the Website and any material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for (a) making all arrangements necessary for you to have access to the Website and (b) ensuring that all persons who access the Website through your internet connection are aware of these Terms and Conditions and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including, without limitation, through the use of any interactive features on the Website, is governed by our Privacy Policy and, if applicable, our HIPAA Notice of Privacy Practices, and you consent to all actions we take with respect to your information consistent with our Privacy Policy and, if applicable, our HIPAA Notice of Privacy Practices.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms and Conditions.

Copyright

Except for User Content (as defined below)] and any other content specifically identified as belonging to a third party, all designs, text, graphics, the selection and arrangement thereof, and all code and software on and in the Website are Copyright 2020, CDR Health Care, Inc., a Florida corporation. All rights reserved. You should assume that the underlying code and everything you see or read on the Website (collectively, the “Information”) is copyrighted unless otherwise noted. The Information may not be used other than in accordance with these Terms and Conditions without the prior written consent of the Company. The redistribution, retransmission, republication, sale or commercial exploitation of the Information is expressly prohibited without the prior written consent of the Company, except that you may view and download one copy of the Information to one computer for your own personal, non-commercial use only, provided that you do not delete or

change any copyright, trademark or other proprietary notices. The Company neither warrants nor represents that your use of the Information will not infringe upon the rights of third parties not owned by or affiliated with the Company. You may not use any type of automated method of retrieving data from the Website, nor access, acquire, copy or monitor the Website or the Information, nor in any way reproduce or circumvent the navigational structure or presentation of the Website or the Information. You may not obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website without the prior written consent of the Company.

Trademarks

The trademarks, logos and service marks (collectively, the “Trademarks”) displayed on the Website are registered and unregistered Trademarks of the Company and others. Nothing contained on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Website without the prior written consent of the Company or such third party that may own the Trademarks displayed on the Website. The Trademarks displayed on the Website may not be used other than in accordance with these Terms and Conditions. You are also advised that the Company will aggressively enforce its intellectual property rights to the fullest extent of the law, including seeking criminal prosecution.

Use of the Website

As a condition of you accessing, browsing and/or using the Website, you represent and warrant that: (a) you will use the Website in accordance with these Terms and Conditions; and (b) all information you supply on the Website is true, accurate, current and complete. We retain the right in our sole discretion to deny access to anyone to the Website, at any time or from time to time, and for any reason or for no reason, including, but not limited to, for violation of these Terms and Conditions or the documents referenced herein.

Prohibited Activities and Uses

You may use the Website only for lawful purposes and in accordance with these Terms and Conditions. The Information, as well as the infrastructure used to provide such Information, is proprietary to the Company or the Company’s providers. You agree not to: (a) use the Website or the Information for any commercial purpose; (b) access, monitor or copy any Information using any robot, spider, scraper or other automated means or any manual process for any purpose without the prior written consent of the Company; (c) violate the restrictions in any robot exclusion headers on the Website or bypass or circumvent other measures employed to prevent or limit access to the Website; (d) take any action that imposes, or may impose, in the Company’s sole discretion, an unreasonable or disproportionately large load on the Company’s infrastructure; (e) deep-link to any portion of the Website for any purpose without the prior written consent of the Company; (f) “frame,” “mirror” or otherwise incorporate any part of the Website into any other website without the prior written consent of the Company; (g) use the Website in any way that violates any applicable federal, state, local, or international law, rule or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States of America or other countries); (h) use the Website for the purpose of exploiting, harming or attempting to exploit or

harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise; (i) use the Website to send, knowingly receive, upload, download, use or re-use any material that does not comply with these Terms and Conditions; (j) use the Website to transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including, without limitation, any “junk mail,” “chain letter,” “spam” or any other similar solicitation; (k) use the Website to impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing); or (l) use the Website to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Messaging Service

If you enroll in the Patient Portal, you will be asked to consent expressly to receive your test results and other health care related information including results indicating whether you have tested positive for COVID-19 or verification of vaccination or treatment information. Messages with such information are only sent to persons who affirmatively opt into and consent to receiving messages. Message frequency will vary depending on how often you interact with or use the program. Opt-out and help information for the program is listed below.

By opting in, you represent that you are the account holder or customary user for the mobile telephone number you provide when enrolling and that you are the person identified on any laboratory report to be sent to you or that you are the legal guardian of the person identified on any laboratory report to be sent to you. If you change or deactivate the number you use to register to receive text messages, you are responsible for immediately notifying us at info@cdrmaguire.com. Message and data rates may apply. Mobile carriers are not liable for delayed or undelivered messages.

For the Patient Portal, you can opt out of receiving text messages at any time by sending the word STOP to the text message you received.

For help with texting, send the word HELP to the text message you received.

To update your contact preferences and opt out of all communications, please visit the Patient Portal.

We may suspend or terminate your receipt of messages from us at any time. We reserve the right to modify or discontinue, temporarily or permanently, all or any part of these messages, with or without notice to you.

By consenting to the receipt of text messages communicating your COVID-19 and other health care test results including any vaccination or treatment information, you acknowledge that the test results and other information transmitted through such text messages is information generated by third parties and not CDR Health Care, Inc. and you acknowledge that CDR Health Care, Inc. is not responsible for and does not attest to the accuracy of such information.

If you have any questions regarding the accuracy, meaning or interpretation of such information or how you should act in response to it, you should consult your physician or other health care provider.

Errors and Omissions

While we attempt to keep all the Information on the Website up-to-date, information changes quickly, and the Website should not be considered error-free or as a comprehensive source of all information on a particular topic. The Information may contain technical inaccuracies, typographical errors or information that may have become outdated over time. While the Company may revise the Information from time to time, the Company does not undertake, and hereby disclaims, the duty to correct, keep current or update the Information. The Company assumes no liability or responsibility for any errors or omissions in the Information or for any consequences relating directly or indirectly to any action or inaction you take based upon the Information and material on the Website. The Company makes no representations or warranties as to the accuracy of the content of the Website. Your use of the Website is subject to the additional disclaimers and caveats that may appear throughout these Terms and Conditions and the Website. You assume the entire risk of loss in using the Website and materials contained on the Website.

THE COMPANY IS PROVIDING THE WEBSITE AND THE INFORMATION ON AN “AS IS” AND “AS AVAILABLE” BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE WEBSITE, THE INFORMATION OR ANY WEBSITE THAT IS HYPERLINKED HERETO OR HEREFROM, INCLUDING, WITHOUT LIMITATION, THE ACCURACY OF THE INFORMATION, AND HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Monitoring and Enforcement; Termination

We have the right to (a) remove or refuse to post any User Content for any or no reason in our sole discretion; (b) take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including, without limitation, if we believe that such User Content violates these Terms and Conditions, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for the Company; (c) disclose your identity or other information about you to any third party who claims that material you posted violates their rights, including, without limitation, their intellectual property rights or their right to privacy; (d) take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website; or (e) terminate or suspend your access to all or part of the Website for any or no reason, including, without limitation, any violation of these Terms and Conditions or to assist with our fraud and abuse detection and prevention efforts.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE, INDEMNIFY AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Disclaimer of Liability

Your access to, browsing of or use of the Website is at your own risk.

NEITHER THE COMPANY NOR ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES OR AFFILIATES NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE WEBSITE OR THE INFORMATION SHALL BE LIABLE FOR ANY DAMAGES, LOSSES OR OTHER LIABILITIES, INCLUDING, WITHOUT LIMITATION, (A) DIRECT, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (B) LOSS OF OR DAMAGE TO DATA, SOFTWARE OR COMPUTER EQUIPMENT, (C) LOSS OF OR DAMAGE TO INCOME OR PROFITS, (D) LOSS OF OR DAMAGE TO PROPERTY OR (E) CLAIMS OF ANY PERSON OR ENTITY, WHETHER BASED IN LAW OR IN EQUITY OR IN STATUTE, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY REASON ARISING OUT OF OR IN CONNECTION WITH THE ACCESS TO, BROWSING OF OR USE OF THE WEBSITE, THE INFORMATION OR ANY WEBSITE HYPERLINKED HERETO OR HEREFROM, INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INACCURACY, INTERRUPTION, DEFECT, DELAY IN OPERATION OF TRANSMISSION, VIRUS, TROJAN HORSE, WORM OR OTHER HARMFUL COMPONENT, OR LINE FAILURE, OR ANY DECISION MADE OR ACTION OR INACTION IN RELIANCE ON THE WEBSITE, THE INFORMATION OR ANY WEBSITE HYPERLINKED HERETO OR HEREFROM.

Please note that some jurisdictions may not allow the exclusion of liability for incidental or consequential damages, so some of the above exclusions may not apply to you.

Indemnification

As a condition to accessing, browsing or using the Website, you agree to indemnify and hold harmless the Company, its affiliates and its and their respective directors, managers, shareholders, members, officers, employees and agents against any and all liabilities, expenses (including, without limitation, attorney's fees and court costs) and damages arising out of or otherwise in connection with claims resulting from or otherwise in connection with your access to, browsing of or use of the Website, including, without limitation, any claims alleging facts that, if true, would constitute a

breach of these Terms and Conditions.

Cookies

The Company may set and access cookies on your computer. A cookie is a piece of data stored on the user's computer tied to information about the user. Cookies allow the Website to serve the user with specific information tied to the user and help facilitate ongoing access to the Website. You may refuse to accept cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of the Website.

Off-Website Links

The third-party websites hyperlinked to or from the Website are not under the control of the Company. The Company has not reviewed any or all of the third-party websites hyperlinked to or from the Website. The Company does not make any representations or warranties regarding, and is not responsible for, the content or accuracy of any third-party websites hyperlinked to or from the Website. The products and services which can be accessed, purchased or obtained through such third-party websites are from persons or entities other than the Company. The Company does not make any representations or warranties of any kind, including warranty of merchantability or warranty of fitness for a particular purpose, with regard to such services and products. If you chose to hyperlink to or from any third-party website hyperlinked to or from the Website, then doing so shall be at your own risk and the Company recommends that you carefully review such third-party websites' terms and conditions and security and privacy policies, as they may differ from those of the Company.

Information About You and Your Visits to the Website

All information we collect on the Website is subject to our Privacy Policy and, if applicable, our HIPAA Notice of Privacy Practices. By using the Website, you consent to all actions taken by us with respect to your information in compliance with our Privacy Policy and, if applicable, our HIPAA Notice of Privacy Practices, and agree to it.

Prohibited Jurisdictions

The owner of the website is based in the State of Florida in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. Further, the Company does not authorize the downloading or exportation of the Information or any software or technical data from the Website to any jurisdiction which prohibits the downloading or exportation of such Information or data or to any jurisdiction prohibited by United States export control laws.

Claims of Copyright Infringement

The Digital Millennium Copyright Act of 1998 (as amended, the “DMCA”) provides recourse for copyright owners who believe that material appearing on the internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by the Website infringe your copyright, you (or your agent) may send the Company a notice requesting that the material be removed, or access to it be blocked. Such notice must include: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed upon; (c) a description of where the material that you claim is infringing is located on the Website; (d) your address, telephone number, and e-mail address; (e) a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (f) a statement, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf. Notices and counter-notices with respect to the Website should be sent to the Company using the contact information listed below. The Company suggests that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

Choice of Law, Jurisdiction and Venue

The Website, the Information, these Terms and Conditions, any suit, claim, action or proceeding arising out of, or with respect to, any of the foregoing, or any judgment entered by any court in respect thereof, shall be governed by and construed in accordance with the laws of the State of Florida without regard to choice of law rules. Any suit, action or proceeding arising out of, or relating to, the Website, the Information or these Terms and Conditions shall be brought exclusively in the state courts of Miami-Dade County, Florida or, if jurisdiction is appropriate, in the United States District Court for the Southern District of Florida. All parties hereby consent to personal jurisdiction in the State of Florida, acknowledge that venue is proper in the state courts of Miami-Dade County, Florida or, if jurisdiction is appropriate, in the United States District Court for the Southern District of Florida, and waive any objections that may exist, now or in the future, with respect to any of the foregoing. The Company and you waive any right to trial by jury in any suit, claim, action or proceeding arising out of or relating to this Website, the Information or these Terms and Conditions.

Severability

In the event that any one or more of the provisions contained in these Terms and Conditions shall be declared invalid, void or unenforceable, the remaining provisions of these Terms and Conditions shall remain in full force and effect, and such invalid, void or unenforceable provision shall be interpreted as closely as possible to the manner in which it was written.

Entire Agreement

These Terms and Conditions, our Privacy Policy and our HIPAA Notice of Privacy Practices constitute the sole and entire agreement between you and the Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Contact Information

If you have any questions, comments or concerns about these Terms and Conditions, then you may contact us in the following ways:

Mailing Address: 11740 SW 80th Street
Miami, Florida 33183
Attn: Legal

Email Address: info@cdrmaguire.com