## **Conciurgent Website/App Terms and Conditions: Providers**

These TERMS AND CONDITIONS OF USE ("Terms of Use" or "Agreement") govern healthcare providers' ("Providers," "You," or "Your") access and use of the Conciurgent Care ("Conciurgent") Website, subdomains, and mobile software application (collectively, the "Website/App"), as well as those healthcare services by Providers provided on, through, or in relation to the Website/App (Providers' "Healthcare Services") for Providers' patients ("Patients").

These Terms of Use are made and entered into by and between you and Conciurgent. You and Conciurgent are sometimes referred to herein each as a "Party" and together as the "Parties." The terms "you" and "your" means you, your dependents, if any, and any other person accessing your User Account.

By (a) using the Website/App/App as a Provider or registering as a Provider on the Website/App/App or (b) clicking on a button or link indicating your acceptance thereof, and/or signing this Agreement, you understand and hereby agree to the terms of the Agreement. You also confirm that you have the designated authority to act on behalf of Provider. Conciurgent reserves the right to change or modify these terms at any time and in our sole discretion. If Conciurgent makes changes to these terms, we will provide you with notice of such changes, such as by sending an email, posting a notice on our Website/App or updating the date at the top of the Agreement. Your continued use of the Website/App or our services will confirm your acceptance of the revised terms.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the Parties hereby agree as follows:

## I. WEBSITE/APP TERMS

Subject to compliance with this Agreement, Conciurgent grants Provider a limited, non-exclusive license to use the Website/App for commercial use. To the fullest extent permitted by applicable law, this license granted to use is non-transferable. Provider may not copy (except as expressly permitted by this license and any other applicable terms, conditions, or usage rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Website/App or the content therein. Provider is responsible for maintaining the secrecy of their passwords, login name/user-id and account information at all times and shall be directly responsible for any and all use of the Website/App by anyone using their login information and password whether with or without their permission.

WHILE WE MAKE REASONABLE EFFORTS TO PROVIDE ACCURATE CONTENT, WE MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO ACCURACY OF THE DATA PROVIDED BY PATIENTS, OR ANY OTHER CONTENT AVAILABLE THROUGH THE WEBSITE/APP. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON ANY SUCH CONTENT.

## II. INTELLECTUAL PROPERTY

All Intellectual Property Rights in and to the Website/App and its entire contents, features and functionality (including but not limited to all information, software, code, algorithms, database, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by Conciurgent, its suppliers, and licensors. Conciurgent reserves all rights not expressly granted to you.

All rights in and to Provider's intellectual property not expressly granted to Conciurgent in this Agreement are reserved by Provider.

## III. <u>ARRANGEMENT</u>

Conciurgent shall list services on its Website/App, and will identify Providers who provide such services. Providers agree that they are independent contractors, not employees of Conciurgent, and are solely responsible for satisfying any and all standard of care in connection with the services provided to Patients. As independent contractors, Providers agree to provide care to Patients at their homes or another location to be decided by the Patient. Providers further agree that, as a condition to providing services to Patients, they will sign and agree to satisfy the terms and conditions of an independent-contractor agreement with Conciurgent, which is linked here. Failure to sign the independent-contractor agreement shall not relieve Providers of their duties to satisfy the terms and conditions therein, including without limitation their agreement to travel to the location at which Patients elect to receive their services from Providers, subject to the exceptions therein based on objectively reasonable concerns regarding Providers' safety. Provider shall offer its medical care and treatment including health checks, diagnosis, tests, investigations, surgeries, facilitation of health and travel services, dispensation of medicines in its super and subspecialties to the Patients using the Website/App. Provider may list special packages on the Website/App or provide discount codes and Provider shall ensure these packages are properly fulfilled and discount codes are honored. Provider shall ensure to inform Conciurgent when the packages are no longer valid.

## IV. GRANT OF RIGHTS

Subject to the terms of the Agreement, Conciurgent grants to Provider, and Provider accepts, a non-exclusive, non-transferable, limited right to have access to and to use the Website/App and Services for the term of the Agreement.

The aforementioned right does not extend to: (a) make the Website/App, in whole or in part, available to any other person, entity or business; (b) modify the contents of the Website/App or use such content for any commercial purpose, or any public display, performance, sale or rental other than envisaged in the Agreement; (c) copy, reverse engineer, decompile or disassemble the Website/App, in whole or in part, or otherwise attempt to discover the source code to the software used; or (d) modify or combine the Website/App with any other services not provided or approved by Conciurgent.

## V. TERM OF AGREEMENT

The initial term of this Agreement shall be for a period of two (2) years, commencing from the Effective Date, unless terminated earlier as provided under this Agreement. Thereafter, the Agreement shall be renewed automatically for successive one (1) year term(s) unless Provider intimates its intention for non-renewal by providing a thirty (30) day notice to Conciurgent before the expiry of any renewed term thereof. Conciurgent may terminate this Agreement with or without cause immediately upon written notice.

## V. ACCOUNT REGISTRATION

Provider must register an Account with Conciurgent in order to use the Website/App. Conciurgent may assist Provider in the registration procedures or can even create the account and profiles on behalf of Provider, if requested, and send the link to verify the account by email. In the circumstance in which Provider does not provide any information and requests Conciurgent to identify the necessary or relevant types of information in order to complete the profile details, Provider takes full responsibility for any wrong or inaccurate information filled in by Conciurgent in the account. Provider has the obligation to check and eventually correct any inaccurate information. Provider acknowledges that the account is personal or proprietary to Provider or their practice and that they are expected to treat the account as confidential. Provider agrees to provide accurate, current and complete information about the practice and Provider's credentials as prompted by the registration and profile forms.

By establishing an account with Conciurgent, Providers represent that they are at least 18 years of age (in case of a doctor), or of the legal age of majority where Providers reside if that jurisdiction has an older age of majority.

## VI. ACCESS TO THE SYSTEM AND USE OF SERVICES

## A. Credentials and Verification

As part of the registration process and at any time thereafter, Provider may be required to provide Conciurgent with various information such as licenses, qualifications, area of expertise, accreditations and other information in order to prove their credentials as a valid healthcare practitioner in the field they claim (individually and collectively, "Credential Information"). Conciurgent may verify such Credential Information or may ask Provider for additional information. Conciurgent also may also make inquiries from third parties to verify the authenticity of their Credential Information. Provider authorizes Conciurgent to make such inquiries from such third parties, and Provider agrees to hold them and Conciurgent harmless from any claim or liability arising from the request for or disclosure of such information.

Although Conciurgent may verify Credential Information as set forth above, Provider is solely and exclusively responsible and liable for the truth and accuracy of such Credential Information. Provider agrees to review and verify the truth and accuracy of such Credential Information, and to inform Conciurgent of any inaccuracies therein. Provider shall also keep its Credential

Information updated, and will inform Conciurgent immediately should any portion of its Credential Information be revoked, cancelled or expire.

Provider specifically agrees to indemnify and hold Conciurgent harmless for any claim by a Patient or any third party arising from, or relating to, any alleged inaccuracy or impropriety in connection with Provider's Credential Information.

Provider agrees that Conciurgent may suspend or terminate Provider's access to or use of the Website/App at any time if Provider is unable at any time to determine or verify its Credential Information. Conciurgent reserves the right to carry out re-verification of Credential Information as and when required, and the above rights and commitments will extend to re-verification as well.

## B. Safeguards

Provider will implement and maintain appropriate administrative, physical and technical safeguards to protect its account from access, use, or alteration.

## C. No Third-Party Access

Provider will not permit any third party to have access to or to use the Website/App without Conciurgent's prior written consent. Provider will not allow any third party to access the account or provide information to Patients on the Website/App. Provider will promptly notify Conciurgent of any order or demand for compulsory disclosure of health information if the disclosure requires access to or use of the account or Services.

## **D.** Submitted Content

Conciurgent does not claim ownership of any information that Provider makes available through the Website/App. At Conciurgent's sole discretion, such materials may be included in the Website/App in whole or in part or in a modified form. With respect to such information that Provider submits or makes available for inclusion on the Website/App, Provider grants Conciurgent a non-perpetual, terminable upon end of contractual relationship, worldwide, royalty-free and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such materials or any part of such materials (as well as use the name that you submit in connection with such submitted content). Provider hereby represents, warrants and covenants that any materials provided do not include anything (including, but not limited to, text, images, music or video) to which Provider does not have the full right to grant the license. Conciurgent takes no responsibility and assumes no liability for any information posted or submitted by Provider.

## E. No Medical Care or Advice by Conciurgent

You understand and agree that you are an independent contractor with Conciurgent, not an employee, and you are solely and exclusively responsible for communicating with and delivering Services to your patients. You, and not Conciurgent, are responsible for the quality and appropriateness of the medical care and services you provide to patients. Conciurgent does not

provide any advice or representations of any kind regarding any issues implicated by or related to advice, information, goods, or services offered by you (or any third party), including, but not limited to, any professional liability and/or compliance obligations.

Any information or advice requested by, or provided to, patients is respectively from them, and you, alone, and not from Conciurgent. Your interactions with patients via the Website and/or App are not intended to take the place of your professional services to your patients. Neither Conciurgent nor any of its subsidiaries or affiliates or any third party who may promote the Website and App or Services, or provide a link to the same, shall be liable for any advice requested or provided through the Website and/or App. You acknowledge that any information, treatment, and/or services provided or delivered via the Website and/or App are solely at your own discretion and risk, and you assume full responsibility for all risks, damages, and losses associated therewith.

Subject to and without limiting the foregoing, Conciurgent has no involvement in, and/or responsibility or liability for, your communications with any patients or any third parties (including other providers), even if such communications occur through the Website and App. By way of example only, the Website and/or App may enable you and/or your patients to exchange and execute forms related to medical treatments or services, such as informed consent and/or releases of information. Those forms, and communications related thereto, are by and between you and your patients only (and, if applicable, third parties including other providers), and Conciurgent has no involvement in, and/or no responsibility and/or liability for, the form or content of those forms and/or communications related thereto.

The content of the Website and App and the Services, including, without limitation, links to forms (including forms relating to informed consent and/or releases of information), text, copy, audio, video, photographs, illustrations, graphics, and other visuals, is for informational purposes only and does not constitute professional medical services, advice, diagnosis, treatment, or recommendations of any kind by Conciurgent. All information provided by Conciurgent, or in connection with any communications supported by Conciurgent, is for general informational purposes only, and is in no way intended to create a provider-patient relationship as defined by state or federal law.

#### F. Beta Test Agreement

You understand and agree that the Website/App is in various stages of prerelease development and testing. Accordingly, the Website/App may contain errors, bugs and other problems which could cause failure of the hardware or software used in connection therewith, and the testing and quality assurance of the Website/App may not yet be completed. Because the Website/App is subject to change, Conciurgent reserves the right to alter the Website/App at any time, and any reliance on the Website/App is at Provider's own risk. MOREOVER, BECAUSE THE WEBSITE/APP IS IN PRERELEASE STAGE, CONCIURGENT CANNOT PROVIDE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE WEBSITE/APP AND ANY OF THE THEREOF. **INCLUDING** COMPONENTS WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. The foregoing is all provided "AS IS" and Provider agrees to

assume all liability associated therewith, and will hold harmless Conciurgent, its employees, officers, directors, agents, and representatives, from and against any and all damages relating to the purchase, installation and use of (or inability to use) the Website/App. All other provisions of this Agreement apply, and are incorporated in, this Beta Test Agreement, including without limitation Sections XIII, XIV, XV, and XVI of this Agreement.

## VII. SCOPE OF WEBSITE/APP SERVICES

A. The scope of service of each Party shall be as defined below with the role of Conciurgent being primarily to present the services to be selected by Patients, a list of rates for such services, and a list of Providers and others who may provide such services to Patients, including brief descriptions of such services. Patients are solely and exclusively responsible for selecting Providers, and they may elect to select a nurse practitioner or physician assistant, rather than a Provider, to perform healthcare services.

B. The specific obligations of each Party shall be as follows:

## 1. Duties and obligations of Provider:

#### (a) General

Provider shall:

- a. Provide Patients with timely and accurate information regarding the Healthcare Services and any attendant risks;
- b. Maintain as confidential and keep secure all information regarding a Patient and any other information received from Conciurgent, and not disclose or use any information regarding a Patient or any other information received from Conciurgent other than for the purposes of this Agreement or the provision of the relevant Healthcare Services;
- c. Comply with all applicable cybersecurity, privacy, and other laws and regulations so far as they relate to Provider's collection of Patients' personal and health information, including without limitation personally identifiable information ("PII") and personal healthcare information ("PHI") (PII and PHI are collectively referred to herein as "Personal Data");
- d. Have no objection to the display of its name on any advertisement or publicity material;
- e. Not make derogatory remarks about Conciurgent or its business model and not do anything which has the effect of disparaging the image of Conciurgent in the eyes of the public in general;

- f. Extend maximum co-operation to Conciurgent for the fulfillment of the objectives and purpose of this Agreement;
- g. Provide Conciurgent with a list of Patients (or at least the number of Patients by specialty, as the case may be) who have visited Provider by Conciurgent's referral, at the end of each month. For this purpose, Conciurgent has already ensured Patients' express consent through its registration procedures and policies. In case Provider is still unable to deliver the data as requested for any reason, it will provide Conciurgent with the relevant statistical data; and
- h. Be responsible for informing its employees/consultants that their profiles will be added to the Website/App.

#### (b) Restrictions

Provider shall not use the Website/App to:

- a. Post, publish or transmit any information that violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, violent, vulgar, obscene, profane, hateful, or racially or ethnically or otherwise objectionable, such as images or content that is obscene, sexually explicit or contains nudity, indecent, defamatory, hateful or intolerant in nature or in violation of the laws of any jurisdiction;
- b. Encourage, conduct activity that is criminal, would give rise to civil liability or would otherwise violate any law;
- c. Impersonate a person or entity or falsely state their affiliation with a person or entity;
- d. Upload, post, transmit or otherwise make available any information that infringes the rights of another party including but not limited to trademark, copyright and other intellectual property rights;
- e. Transmit or otherwise make available any material on or via the Website/App that contains software viruses or any other computer code, files designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- f. Use any automated scripts or "robots" to access, copy, or manipulate any content provided on this Website/App;
- g. Engage in denial of service attacks upon the servers that publish this Website/App; and/or

h. Breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.

## 2. Duties and obligations of Conciurgent:

Conciurgent may:

- a. Send information to Patients, including information related to Healthcare Services, rates (to be determined by Conciurgent), and other Providers;
- b. Refer Patients to Provider for Healthcare Services;
- c. Promote co-operation to Provider for the fulfillment of the objectives and purpose of this Agreement;
- d. Not make derogatory remarks about Provider; and/or
- e. Not do anything which has the effect of disparaging the image of Provider in the eyes of the public in general.

Subject to and without limiting the foregoing, Conciurgent makes no representation that the usage of the Website/App, or the content provided herein, will not violate the laws of your local jurisdiction. You are responsible for complying with the laws of your jurisdiction. Do not use this Website/App if such usage violates the law of the jurisdiction in which you reside. We reserve the right but are not obligated to limit access to our services to any entity, in any geographic region or jurisdiction. We may exercise this right on a case-by-case basis. All descriptions of services and investments are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any service at any time.

## VIII. SCOPE OF WEBSITE/APP SERVICES

- A. Ratings: Provider may receive a rating from Patients, from 1 to 5 stars. Ratings provided by the Customer may automatically be posted on the Website/App.
- B. Feedback: Together with the rating, Conciurgent may allow submission of feedback about Provider. Provider hereby understands and agrees that Conciurgent has the unrestricted right to decide whether to post and display the feedback in any way or form as considered appropriate by Conciurgent. Conciurgent may also consider Provider's input when deciding whether to publish or remove feedback from the Website/App. Also, Provider hereby agrees and understands that Conciurgent may collect additional feedback directly from the Patients or from any third party. Providers are not permitted to allow associates or staff to provide Ratings or Feedback.
- C. Reviews: Conciurgent reserves the right to post third party reviews about Providers, such as Google Reviews, Facebook reviews, and reviews submitted by third party partners.

D. Provider also indemnifies and agrees to hold harmless Conciurgent and its shareholders, officers, directors, employees and affiliates from and against all and any claims, damages, costs, suits, judgments, decrees, loss of profit, business and/or goodwill and expenses (including reasonable legal fees), based upon, relating to, or arising out of a posting and displaying of such ratings, feedbacks or reviews collected as per the specification of this clause.

## IX. PAYMENTS FOR HEALTHCARE SERVICES

Provider understands and agrees that Patients shall pay Conciurgent, not Provider, for any and all services performed by Provider to Patients. Payment by Conciurgent to Provider shall be determined and governed by the terms and conditions of Conciurgent's and Provider's independent-contractor agreement.

## X. INDEPENDENT CONTRACTOR

As stated above, nothing in this Agreement shall be construed to create a relationship of employer and employee, principal and agent, partnership, joint venture, or any relationship other than that of independent parties contracting with each other solely to carry out the provisions of this Agreement.

## XI. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

- A. Each Party represents and warrants to the other Party that:
  - 1. it has the right, power, and authority to enter into this Agreement and perform the acts required of it herein;
  - 2. the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is a party or by which it is otherwise bound;
  - 3. it shall take utmost care in maintaining the confidentiality of the information received from each other and shall ensure that the same is not misused by its staff or representatives in any manner whatsoever. Further, the Parties shall be responsible for the breach of confidentiality obligations of its staff or representatives; and
  - 4. this Agreement will constitute a legal, valid and binding obligation on each Party till its termination by the Parties herein.
- B. Provider represents and warrants that:
  - 1. Provider has and will maintain the necessary credentials/licenses/approvals to perform medical services at the locations to be designated by Patient, and to perform Healthcare Services for its Patients at such location, and that the performance of the same is not in violation of the provision of any law in the jurisdiction where it is present;

- 2. the doctors and other staff of Provider are well-qualified and adequately trained to provide the Healthcare Services;
- 3. Provider shall take all necessary precautions to ensure the well-being of the Patient while the Patient is in its care and custody;
- 4. Provider will delegate administrators to access and update information on the Website/App on behalf of Provider and to receive inquiries submitted on the Website/App. Provider claims responsibility and liability for any information provided by the administrator or usage of the Website/App by the delegated administrator. Provider is responsible for ensuring that the administrator contact information is accurate and for responding to Customer inquiries forwarded by Conciurgent.

## XII. PERSONAL DATA

- A. Provider hereby acknowledges that it may receive Patients' Personal Data including without limitation PII and PHI. Provider represents and warrants that it will, at all times during the use of the Services and thereafter, comply with all applicable local, federal, and international laws that may now or hereafter govern the collection, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of Personal Data.
- B. Conciurgent will treat Personal Data relating to Provider and patients in accordance with its Privacy Policy, which is linked here www.Conciurgent.Privacy Policy and incorporated by reference herein.

## XIII. DISCLAIMERS AND WARRANTY EXCLUSIONS/LIMITATIONS

THE WEBSITE/APP AND ANY INFORMATION SET FORTH THEREIN IS PROVIDED "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL ACTS OR OMISSIONS TAKEN OR MADE IN RELIANCE ON THE WEBSITE/APP OR THE INFORMATION ON THE WEBSITE/APP, INCLUDING INACCURATE OR INCOMPLETE INFORMATION. CONCIURGENT DISCLAIMS ANY AND ALL LIABILITY FOR ERRONEOUS TRANSMISSIONS AND LOSS OF SERVICE RESULTING FROM COMMUNICATION FAILURES BY TELECOMMUNICATION SERVICE PROVIDERS OR THE WEBSITE/APP. CONCIURGENT WILL USE REASONABLE EFFORTS TO ENSURE THAT THE WEBSITE/APP AND SERVICES ARE AVAILABLE BUT DOES NOT GUARANTEE OR WARRANT THAT THEY WILL BE CONTINUOUSLY AVAILABLE OR FREE FROM INTERRUPTION.

YOU ACKNOWLEDGE THAT PATIENTS HAVE ACCESS TO THE WEBSITE/APP. SUCH PATIENTS HAVE COMMITTED TO COMPLY WITH THE APPLICABLE TERMS & CONDITIONS AND WITH OUR POLICIES AND PROCEDURES CONCERNING USE OF THE SYSTEM; HOWEVER, THE ACTIONS OF SUCH PATIENTS ARE BEYOND OUR

CONTROL. ACCORDINGLY, WE DO NOT ASSUME ANY LIABILITY FOR OR RELATING TO ANY IMPAIRMENT OF THE PRIVACY, SECURITY, CONFIDENTIALITY, INTEGRITY, AVAILABILITY, OR RESTRICTED USE OF ANY INFORMATION ON THE WEBSITE/APP RESULTING FROM ANY PATIENT'S ACTIONS OR FAILURES TO ACT.

## XIV. <u>LIMITATIONS OF LIABILITY</u>

IN NO EVENT SHALL CONCIURGENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE DAMAGES OR LIABILITIES OF ANY KIND, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ANY REPRESENTATIVE OF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONCIURGENT'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE VALUE OF ANY FEES RECEIVED BY CONCIURGENT FROM YOU IN THE PRECEDING SIX MONTHS. YOU AND CONCIURGENT AGREE THAT THE FOREGOING LIMITATION OF LIABILITY IS AN AGREED ALLOCATION OF RISK BETWEEN YOU AND CONCIURGENT.

## XV. RELEASE

YOU HEREBY RELEASE AND HOLD HARMLESS CONCIURGENT CONCIURGENT'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS AND LICENSEES FROM AND AGAINST ALL CLAIMS THAT YOU HAVE OR MAY HAVE AGAINST THEM FOR INFRINGEMENT, VIOLATION OF THE RIGHTS OF PRIVACY OR PUBLICITY, DEFAMATION, DISPARAGEMENT, PERSONAL INJURY, PROPERTY DAMAGE. NEGLIGENCE AND/OR ANY OTHER LEGAL THEORY ARISING FROM OR IN CONNECTION WITH THE WEBSITE, THE APP, THE PRODUCTS OR SERVICES (INCLUDING YOUR HEALTHCARE SERVICES) OFFERED OR PROVIDED ON OR THROUGH THE WEBSITE AND/OR THE APP, AND/OR THE RIGHTS AND PRIVILEGES GRANTED OR CONVEYED BY YOU UNDER THESE TERMS OF USE.

## XVI. <u>INDEMNIFICATION</u>

- A. Provider shall indemnify, hold harmless and defend Conciurgent and its shareholders, officers, directors, employees and affiliates from and against all and any charges, claims, damages, costs, suits, judgments, decrees, losses, expenses (including attorneys' fees), penalties, demands liabilities and causes of action, of any kind or stature (collectively, "Claims") asserted by third parties, based upon, relating to, or arising out of a breach or claimed breach or failure of any of the covenants, representations or warranties under this Agreement.
- B. Provider shall also indemnify, hold harmless and defend Conciurgent and its shareholders, officers, directors, employees and affiliates for any Claims relating in any manner to

- (a) any unlawful disclosure of Patient information (including without limitation Personal Data, PII, and PHI), and (b) damage, death, injury, other mishap or any complications that require additional treatment suffered by the Patient due to the actions/inactions (including without limitation alleged negligence) of Provider and/or its staff in the performance of the Healthcare Services.
- C. It is expressly clarified that Conciurgent is not obligated to indemnify, hold harmless or defend Provider from Claims asserted by a Patient or any third party arising from or relating in any manner to Provider's Healthcare Services.

## XVII. CONFIDENTIAL INFORMATION

- A. The Parties agree to maintain and hold in strictest confidence, confidential information with respect to the affairs of each other. "Confidential Information" means any non-public information that relates to the actual or anticipated business or research and development of the Parties including, but not limited to, this Agreement and its terms thereof, the Arrangement between the Parties, the business model of Conciurgent and its working methodology, Patient Data, research, product plans or other information regarding either Party's products or services and markets therefore, customer lists and Patients, finances or other business information. The Parties shall however be permitted to disclose the Confidential Information of the other Party to Provider and/or the Patient to the extent required for the purpose of this Arrangement.
- B. Provider also agrees to maintain adequate administrative, technical, and physical safeguards to protect the confidentiality of Patient Data. Any breach of security or unlawful disclosure of Patient Data shall be reported to Conciurgent within two (2) days of the learning of such breach or disclosure and shall be a ground for termination of this Agreement.
- C. It is clarified that Conciurgent shall not be responsible for any claim arising under this Section XVI due to breach of confidentiality by Provider, and Provider shall be liable to indemnify Conciurgent for any losses arising as a result of the same.
- D. The provision on confidentiality under this Section XVII is binding and shall survive the termination of this Agreement.

## XVIII. <u>DISPUTE RESOLUTION AND GOVERNING LAW</u>

- A. Any claim, controversy, difference or dispute between the Parties shall be attempted to be resolved through mutual negotiations within a period of 30 days from the date of such dispute arising.
- B. You and Conciurgent agree that any dispute, claim, or controversy, whether based on past, present or future events, arising out of or relating to: these Terms of Use and prior versions thereof (including the breach, termination, enforcement, interpretation, or validity thereof); the Website/App and/or App; any content currently or previously available on or through the Website/App and/or App; any Products or Services; your relationship with Conciurgent; your Patient Data; payments made by you or any payments made or allegedly owed to you; any promotions, benefits, or other offers; and any other federal and state statutory and/or common-law

claims (collectively, "Disputes") will be resolved by binding arbitration in accordance with the below, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction (which shall be exclusively in the state or federal courts located in Chicago, IL, to which you waive any objection based on the absence of personal or subject-matter jurisdiction) to prevent the actual or threatened infringement, misappropriation, or violation of a party's data or copyrights, trademarks, trade secrets, patents or other intellectual property rights. All disputes concerning the arbitrability of any Disputes (including disputes about the scope, applicability, enforceability, legality, revocability, or validity of the Arbitration Agreement) will be decided by the arbitrator, except as expressly provided herein.

- C. YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT YOU AND CONCIURGENT ARE EACH WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ANY AND ALL DISPUTES, EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT.
- D. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU AND CONCIURGENT ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS IN ANY PURPORTED CLASS, COLLECTIVE, OR CONSOLIDATED PROCEEDING. Further, unless you and Conciurgent otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class, collective, consolidated, or representative proceeding.
- E. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Agreement. The AAA Rules are available at adr.org or by calling the AAA at 1-800-778-7879 or any subsequent applicable telephone number. The Federal Arbitration Act ("FAA") will govern the interpretation and enforcement of this Arbitration Agreement. It is your intent that the FAA and AAA Rules will preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue will be resolved under the laws of the State of Illinois. This Agreement governs to the extent it conflicts with the AAA Rules or FAA.
- F. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The AAA provides a form Demand for Arbitration and a separate form for California residents at adr.org. The arbitrator will be either a retired judge or an attorney licensed to practice law in the State of Illinois, and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.
- G. Unless you and Conciurgent otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Conciurgent submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds

\$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

H. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. The prevailing party in arbitration will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

## XIX. FORCE MAJEURE

You understand and acknowledge that the Website/App may be subject to limitations, delays and other problems inherent in the use of third-party communication networks and facilities that are outside of Conciurgent's control, and thus Conciurgent will not be responsible for any delays, failures, or damages associated with the Website/App that may result from any system delays, downtimes, interruptions or other failures of or problems with the Website/App that are outside our control. We will not be deemed to be in breach of these Terms of Use or liable for any breach of these Terms of Use or our Privacy Policy due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, terrorism, war, invasion, epidemic, pandemic, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire, or other disaster.

## XX. <u>ADDITIONAL PROVISIONS</u>

- **A. Notice.** Unless otherwise expressly stated in these Terms of Use, Conciurgent may give or deliver all other notices to you by means of a general notice posted on this or a similar page of the Website/App or the App, as applicable, by email to the email address associated with your User Account, or by posting to your User Account, and such notice(s) shall be deemed effective as of their stated effective dates.
- **B.** Severability. In the event that any of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. These Terms of Use and other applicable policies of Conciurgent, including, but not limited to, its Privacy Policy, constitute the entire agreement between Conciurgent and you pertaining to the subject matter hereof, and supersede all prior or contemporaneous agreements between you and Conciurgent
- C. Assignment. You may not assign, transfer, or delegate these Terms of Use or any part hereof without Conciurgent's prior written consent. Conciurgent may freely transfer, assign, or

delegate all or any part of the Terms of Use, and any rights or duties hereunder in its sole discretion. The Terms of Use will be binding upon and inure to the benefit of the heirs, successors, and permitted assignees of the parties.

- **D.** No Third-Party Rights. Unless expressly stated in the Terms of Use to the contrary, nothing herein is intended to confer any rights or remedies on any persons other than you, Conciurgent and its affiliates. Nothing in these Terms of Use is intended to relieve or discharge the obligation or liability of any third persons to you, Conciurgent, and its affiliates, nor shall any provision give any third parties any right of subrogation or action over against you, Conciurgent, and its affiliates.
- **E.** Copyright/Trademark Information. Copyright ©2024 Conciurgent All rights reserved. All trademarks, trade names, logos, copyrights, and service marks ("Marks") displayed on the Website/App are our property or the property of third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third parties which may own the Marks.
- **F.** Survival. Termination of this Agreement will not terminate, affect, or impair any rights, obligations, or liabilities of either Party, which may accrue prior to such termination or those provisions which by their sense and context should survive shall survive any termination or expiration of this Agreement.
- **G. Non-Solicit.** During the Term of this Agreement, Either Party will not, without the other Party's prior written consent, directly or indirectly, solicit or encourage any employee or contractor of the other Party or its affiliates to terminate employment with, or cease providing services to, the other Party or its affiliates.
- **H.** Waivers. No Party will be deemed to have waived any of its rights, powers or remedies hereunder unless that Party approves such waiver in writing.
- **I. Entire Agreement.** This Agreement, including any and all attachments/Exhibits hereto, constitutes the entire agreement between the Parties relating to the subject matter hereof, and all prior negotiations and understandings, whether oral or written, are superseded hereby.

## [SIGNATURE BLOCK ON NEXT PAGE]

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH SHALL BE ENFORCEABLE ACCORDING TO ITS TERMS AND THE FEDERAL ARBITRATION ACT.

**AGREEMENT:** By signing below, You represent, warrant, and covenant that: (i) you are a natural person and of eighteen (18) years of age or older, or otherwise the age of majority in your

jurisdiction; (ii) you have read and understand these Terms of Use in their entirety; (iii) you have the full right and authority to enter into and abide by these Terms of Use; (iv) you understand and acknowledge that by accepting these Terms of Use, you may be waiving certain legal rights and remedies; and (v) you voluntarily accept and agree to, and will fully comply with, these Terms of Use.

IN WITNESS WHEREOF, You have caused these Terms of Use and Agreement to be executed by your duly authorized representative effective as of the date below.

PROVIDEI	K		
Printed Nan		 	
Printed Ivan	ie		
Title			
Signature			
Date			

## Exhibit A

## **Conciurgent Privacy Policy**

Last Updated: March 1, 2025

#### Introduction

Conciurgent Care (referred to as "Conciurgent," "Company," "we," or "us") owns and operates the website located at <u>conciurgentcare.com</u> (the "Website") and related applications and services (collectively, the "Platform"). Your access and use of the Platform, any part thereof, or anything associated therewith, including its content ("Content"), any products or services provided through the Platform or otherwise by Conciurgent or its independent contractors, and any affiliated website, software, or application owned or operated by Conciurgent (collectively, including the Platform and the Content, the "Service") are subject to this Privacy Policy unless specifically stated in writing otherwise.

We are committed to respecting the privacy of users of the Service. We created this Privacy Policy to tell you how Conciurgent collects, uses, and discloses information in order to provide you with the Service.

By creating, registering, or logging into an account through the Platform, or otherwise accessing or using the Service, you are automatically accepting, agreeing to, and acknowledging the most recent version of this Privacy Policy. If we make any changes to our Privacy Policy, we will post the revised Privacy Policy and update the "Last updated" date above. We encourage you to read the Privacy Policy in its entirety from time to time as we may update the Privacy Policy without direct notice to you. Your continued use of the Service means that you accept and agree to the revised Privacy Policy. If you do not accept this Privacy Policy (as amended from time to time), please exit the Website immediately.

#### **Protected Health Information:**

When you set up an account with Conciurgent, you are creating a customer relationship with Conciurgent that enables you to access and/or utilize the various functions of the Platform as a user. As part of that relationship, you provide information to Conciurgent, including, but not limited to, your name, email address, phone number and certain transactional information, which we do not consider to be "protected health information" or "medical information."

However, in using certain components of the Service, you may also provide certain health or medical information that may be protected under applicable laws. Conciurgent is not a "covered entity" under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its related regulations and amendments from time to time (collectively, "HIPAA"). The Platform may be used to connect you with independent provider groups and individual practitioners who are not employed or controlled by Conciurgent (the "Providers"). The Providers may be a "covered entity" under HIPAA, and Conciurgent may in some cases be a "business associate" of a Provider. It is important to note that HIPAA does not necessarily apply to an entity or person simply because there is health information involved. To the extent Conciurgent is

deemed a "business associate," however, and solely in its role as a business associate, Conciurgent may be subject to certain provisions of HIPAA with respect to "protected health information," as defined under HIPAA and other governing law, that you provide to Conciurgent or the Providers ("PHI"). In addition, any medical or health information that you provide that is subject to specific protections under applicable state laws (collectively, with PHI, "Protected Information"), will be used and disclosed only in accordance with such applicable laws. However, any information that does not constitute Protected Information under applicable laws may be used or disclosed in any manner permitted under this Privacy Policy. Protected Information does not include information that has been de-identified in accordance with applicable laws.

By accessing or using any part of the Service, you agree that, even if HIPAA does apply to Conciurgent and/or the Providers, any information that you submit to Conciurgent that is not intended and used solely for the provision of diagnosis and treatment by the Providers is not considered Protected Information, and will only be subject to our Privacy Policy and any applicable state laws that govern the privacy and security of such information. For purposes of clarity, information you provide to Conciurgent in order to register and set up an account on the Platform, including name, username, email address, home address and phone number, is not considered Protected Information.

#### **Information That We Collect From You:**

(1) Information that you give us. This type of information includes your name, email address, phone number, physical address, payment information, billing information, and any other information you directly provide to us on our Platform. We use this information to create your account on the Platform and let you log on to your account and use the Platform, bill you for any fees or charges due for your use of the Service, as applicable, and communicate with you.

When you use this Platform, including communicating with Conciurgent personnel and Providers by phone, video, email, text message or other means of communication, we may collect personal information including, but not limited to, your name, email address, phone number and location. We use this information to match you with a Provider, to enable and facilitate delivery of the Service, as well as to supervise, administer, and monitor the delivery of the Service. We may also use the information to provide you with information, alerts and suggestions related to the Service, as well as to measure and improve the quality, effectiveness, and delivery of our Service.

(2) Information that we collect automatically. When you visit our Platform, we automatically log information about you and your computer and/or mobile device. For example, we log information about your computer such as your operating system type, browser type, browser language, and information about your use of and actions on our Platform to include access times and how much time you spent on a page. IP addresses may also be used to identify the location of users as this website is only intended for users based in the United States.

**Cookies**: We may log information using "cookies." Cookies are small data files stored on your hard drive by a website. We may use both session cookies (these expire once you close your web browser), and persistent cookies (these stay on your computer until you delete them or they expire). Cookies allow us to provide you with a more personal and interactive experience on our Platform. We use this information to make the Platform more useful to you, and to tailor your

experience on our Platform to meet your needs and provide services to you. You may opt-out of allowing cookies to be placed on your computer. Refusing cookies disables our ability to include information about your visit in our regular monitoring of Service traffic.

#### **Disclosure of Your Information:**

We may share your information with third-party service providers and medical providers to process information as part of a Service you request, for example, to process a credit-card payment or schedule an appointment. We may share your information to create your account on our Platform and enable you to log into your account, provide you with customer support, for billing-related purposes, to match you with a Provider, to enable and facilitate the Service as well as supervise and monitor the Service, to improve the Service, and to comply with applicable state and federal laws.

We require our third-party service providers to refrain from using or sharing your information to advertise or promote their products and services or those of other third parties.

We may share your information in response to a subpoena or similar investigative demand, a court order, or a request for cooperation from law enforcement or a government agency. We may also share your information to protect the rights and property of Conciurgent, to investigate, prevent, or take other action regarding illegal activity, suspected fraud, or other wrongdoing, and to enforce our Terms and Conditions or other agreements and policies. We may release information to government bodies and law enforcement under circumstances required by law or determined to be an emergency to protect the safety of an employee, customer, or agent of Conciurgent. This includes exchanging information with law enforcement in accordance with Providers' professional and legal responsibilities. To the fullest extent permitted by applicable law, and without notice to you, we have sole and complete discretion to elect whether or not to make such disclosures, and to contest or not contest requests for such disclosures.

In the course of using our Platform you may be directed to resources located on third-party websites. We are not responsible for the content or policies of third-party websites or organizations. You should read the privacy policies of any website you visit to determine what information is being collected about you. Third-party service providers may set and access their own tracking technologies on your device and they may otherwise collect or have access to information about you potentially including Protected Information.

## Aggregate/Anonymized Data

This Privacy Policy does not apply to any data to the extent it is held, processed, disclosed, or published in a form which cannot be linked or attributed to a living individual (such as anonymized or aggregated data which cannot directly or indirectly be used to identify you or to obtain information about you) ("Aggregate/Anonymized Data"). We may generate, use, and share Aggregate/Anonymized Data for any purpose, in our sole discretion, subject to applicable law.

#### **Security of Protected Information**

We use commercially reasonable controls that are designed to reasonably safeguard Protected Information consistent with applicable and governing laws. We implement a variety of security measures when a user enters, submits, or accesses their information to maintain the safety of your Protected Information. However, please be aware that no method of electronic transmission or storage is completely secure, and we cannot guarantee the security of your Protected Information. Accordingly, we make no promise, representation, or warranty regarding the security of your Protected Information or any other information or date collected, stored, used, or transmitted in connection with the Website.

In the event that we become aware of unauthorized access to your Protected Information in a manner that exposes, or risks exposure of, your Protected Information in a manner that is inconsistent with this Privacy Policy, we will satisfy legal obligations to notify you and the other affected users, and display a notification on the Website, consistent and in accordance with our legal duties. We also reserve the right to cooperate with any individual who pursues legally enforceable rights against data collectors and processors who fail to adhere to the law.

#### **Additional State-Law Privacy Protections**

# CALIFORNIA CONSUMER PROTECTION ACT (CCPA) AND CALIFORNIA PRIVACY RIGHTS ACT (CPRA)

This section applies to California Residents.

The Protected Information we collect might, depending on the situation, include identifiers, characteristics of protected classifications under California law, commercial information, internet or other network activity information, or inferences drawn from any of the information identified above to create a profile about a consumer reflecting the consumer's preferences, characteristics, behavior, attitudes, intelligence, abilities and aptitudes. For detailed information on what we collect please review the "Information We Collect From You" section of this Privacy Policy.

As described in this Privacy Policy, Protected Information we collect from consumers might be shared for business or commercial purposes with third parties. You can find more details on this third-party sharing in the 'Disclosure Of Your Information' section.

We might have disclosed all of the categories of Protected Information, listed above, based on the use case, for a business purpose in the past 12 months.

The CCPA provides consumers (California residents) with specific rights regarding their Personal Data. This section describes your CCPA rights and explains how to exercise those rights. Those rights are:

- The right to know
- The right to delete

• The right to opt-out

In accordance with applicable law, we will not discriminate against you for exercising these rights. You can exercise your right, at any time by contacting us via email at <u>admin-ccare@conciurgentcare.com</u>, or via phone by calling (847) 483-3563.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected Protected Information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your Protected Information. We cannot respond to your request or provide you with Protected Information if we cannot verify your identity, or authority to make the request, and confirm Protected Information relates to you. We will only use Protected Information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

We will respond to a Request to Opt-Out within 15 days. We will respond to Requests to Delete and Requests to Know within 45 days, unless we need more time, in which case, we will notify you and may take up to 90 days total to respond to your request.

California Do Not Track Disclosure: At this time, Conciurgent's Website does not respond to Do Not Track beacons sent by browser plugins as there is not yet a common agreement about how to interpret Do Not Track signals from browsers. However, you may delete or refuse cookies, though taking such action may limit your ability to use the Website fully.

#### OTHER STATE CONSUMER PRIVACY LAWS

Other states also have enacted comprehensive consumer privacy laws that include additional provisions and protections that may apply if you reside in any of those states, including the following state laws:

The Colorado Privacy Act (CPA) (Colo. Rev. Stat. Ann. § 6-1-1308(1);

The Connecticut Act Concerning Personal Data Privacy and Online Monitoring (CTDPA) (Conn. Gen. Stat. Ann. § 42-520(c)-(e);

The Delaware Personal Data Privacy Act (DPDPA) (6 Del. C. § 12D-106(c)-(e) (effective January 1, 2025);

The Florida Digital Bill of Rights (FDBR) (§§ 501.711 and 501.715(2), Fla. Stat. (effective July 1, 2024);

The Indiana Consumer Data Protection Act (INCDPA) (Ind. Code §§ 24-15-4-3 to 24-15-4-5 (effective January 1, 2026);

The Iowa Consumer Data Protection Act (ICDPA) (Iowa Code Ann. § 715D.4(5)-(7) (effective January 1, 2025);

The Montana Consumer Data Privacy Act (MCDPA) (Mont. Code Ann. § 30-14-2812(5)-(6) (October 1, 2024);

Nevada Rev. Stat. 603A: Security and Privacy of Personal Information;

The Oregon Consumer Privacy Act (OCPA) (Section 5(4), 2023 Or. Laws Ch. 369 (SB 619) (effective July 1, 2024);

The Tennessee Information Protection Act (TIPA) (T.C.A. § 47-18-3305(c)-(e) (effective July 1, 2025);

The Texas Data Privacy and Security Act (TDPSA) (Tex. Bus. & Com. Code Ann. § 541.102 (effective July 1, 2024);

The Utah Consumer Privacy Act (UCPA) (Utah Code § 13-61-302(1) (effective December 31, 2023);

The Virginia Consumer Data Privacy Act (VCDPA) (Va. Code Ann. § 59.1-578(C)-(E);

These state laws may include additional provisions governing disclosure of your personal information, including provisions governing the following:

- Personal data categories collected or processed;
- Processing purposes;
- Personal data categories shared with third parties, if any;
- Categories of third parties with whom we share personal data, if any;
- The sale of personal data to third parties or processes personal data for targeted advertising and how you may exercise the right to opt out of this processing; and
- How you may exercise your consumer rights, including how to submit requests and, when available, appeal a controller's decision.

We will comply with legally required requests in accordance with any of these laws that govern your data. If you have any such requests, or questions about these issues, please contact us via email at admin-ccare@conciurgentcare.com or via phone by calling (847) 483-3563.

#### Children Under the Age of 18

The following applies to persons under 18 years of age (children) who have not secured parental authorization, consent, and monitoring to use our Platform as expressly agreed by parents and children in our Website terms and conditions. In the absence of such expressly agreed and accepted parental authorization, consent, and monitoring:

No one under age 18 may provide any Protected Information to or on the Platform. We do not knowingly collect Protected Information from children. If you are under 18, do not use or provide any information on the Platform, through any of its features, register on the Website, make any purchases through the Website, use any of the interactive or public comment features of this Website, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received personal information from a person under 18 without verification of parental authorization, consent, and monitoring, we will delete that information. If you believe we might have any information from or about a person under 18, please contact us at admincare@conciurgentcare.com.

## **Changes to Our Privacy Policy**

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users' personal information, we will notify you through a notice on the Website home page. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this privacy policy to check for any changes.

#### **Contact Information**

You may contact us at admin-ccare@conciurgentcare.com if you have questions or concerns about our Platform or this Privacy Policy.