

## Terms of Service

Renaissance Orthopaedics PC (“Renaissance” and/or “Company”) operates the website located at <https://portal.joint-evaluation.com/> and other websites and applications which refer and/or link to these Universal User Terms of Use. Company offers the **Joint Effort Second Opinion** platform service(s) which allow consumers (“you” or “User”) to interact with consultant healthcare professionals (“Consultant(s)”) who provide education and information to the Users on behalf of Company.

These Terms of Use constitute an agreement between Company and you (the User) (the “Agreement”), entered into on the date that User first views, uses, downloads, installs, or otherwise accesses (collectively, “Access,” “Accessing,” or “Accessing”) any Company service, website or application (including but not limited to mobile, tablet, and/or desktop application(s)) (collectively, “Service” or “Services”). The Agreement is renewed (forming a new Agreement, fully incorporating any prior Agreement(s)) each time User Accesses any Service. Each of Company and User are herein referred to individually as a “**Party**,” or collectively as the “*Parties*.”

### ***Use of Service(s)***

Accessing any Service, you accept and agree to be bound by these Terms of Use, the Company Privacy Policy, and other terms that may be presented to you on the Service(s). If you do not accept these Terms of Use and agree to be bound by them, you are not permitted to use the Service(s).

### ***Service(s) Provided***

Company provides the **Joint Effort Second Opinion** platform to offer remote Knee and Hip Total Joint Replacement (TJR) Medical Opinion services. Renaissance is a medical clinic, and the Service is a platform for Company to offer these services remotely. It is not a marketplace. When using the Services, you will communicate with healthcare professionals provided by Company. You acknowledge and agree that any such professionals are interacting with you in a purely educational and informational capacity. You further acknowledge and agree that Company and any healthcare professionals: (i) are not practicing medicine, (ii) are not offering medical advice, (iii) are not providing medical opinions, and (iv) are not providing any other professional service for which there is any duty, standard of care, or licensing requirement. Even if you have a doctor-patient, therapist-patient, or other professional relationship with a healthcare professional outside of the Company, while you are communicating with that professional via Service(s) they

are not acting as your doctor, therapist, or otherwise providing medical advice or services, rather they are merely providing educational information as discussed in this section.

Any writings, blog posts, advertisements, or other information published via any Service are purely informational and educational and not medical advice. Because we are not your doctor or therapist, if you would like healthcare services or medical advice, you should discuss any such information with your actual doctor or primary care physician.

Your agreement to this section is a material term of this Agreement.

### ***Confidentiality & Privacy***

To use most Service(s), you must create an account. After you have successfully created an account and are logged in to that account, you may use your account to submit confidential information through the Service(s) for the purpose of connecting with healthcare professionals. The confidentiality and privacy of any such information you submit will be subject to the Company Privacy Policy.

There may be, now or in the future, other non-Service mechanisms provided to communicate or submit information to Company, for example “Contact Us” forms, Customer Service requests, Technical Support requests, payment or billing inquiries, or Company email addresses. Other than when you are logged into a specific Service with your account, and providing information requested by that Service, do not provide personally identifying, confidential, or medical information via such mechanisms unless specifically instructed to do so. You acknowledge that any information you provide to Company via non-Service mechanisms may be circulated via non-secure means to individuals such as technical or customer support personnel, bulletin boards, or 3rd party contractors without an obligation to maintain its confidentiality.

Company may communicate with you through various electronic means including transactional emails, mail, text messages, calendar invites, or other notifications or reminders. Such communications may relate to – for example – appointments or consultations booked through the Services, or payments made to or received from Company. By signing up for the Services, continuing to use the Services, and/or indicating your acceptance to these terms, you consent to receive such messages universally, including on any devices that you use to access the Services, and including via any telephone numbers, email addresses, or other identifiers that you provide to Company, and are responsible for reading all messages or communications from Company and keeping all contact information that Company uses to communicate with you updated and current. Various communication methods and electronic means exist to block

communications – e.g. blocking text messages, directing email to “spam” or “junk” folders, etc., and if you use such blocking or filtering methods, Company may not know that you are not receiving communications. You acknowledge that if you, or any service provider or privies, should for any reason block or avoid Company’s electronic communications, Company is not responsible for any resulting damages, including errors or omissions, and agree that Company should presume that you have read all such electronic communications that Company attempted to send to you.

Even though Company is not a covered entity and is not providing healthcare services, Company will use commercially reasonable efforts to maintain the confidentiality of your information to the same standard(s) as indicated by laws applicable to covered entities, including HIPAA.

### ***Fees and Billing***

Company’s Services provide a platform for you to receive remote medical opinions from Consultants. Company earns its fees through providing these Services, which are limited to facilitating your appointment with a Consultant, providing technological infrastructure to enable you to communicate with that Consultant, and handling the payments and billing for the services provided. Interaction between you and Consultant, including any informational or educational content provided by Consultant, is the responsibility of Consultant. You acknowledge and agree that Company is not responsible for the content of any information originating with Consultant and you agree to waive any claims against Company that involve or are in any way related to any interaction or communication between you and any Consultant.

You will pay for any appointments, interviews, or other interactions with Company’s Consultants through the Services. Company will make any necessary payments to Consultant. Company does not accept payments from insurance companies, you are personally responsible for all fees incurred through the use of the Services.

You will pay for your appointment, interview, or other interaction with Consultant at the time of ordering. If you miss an appointment with a Consultant, your money will not be refunded. If Consultant cancels or misses the appointment, you may request a refund or reschedule at your option. Any other refunds or fee adjustments are at Company’s and/or Consultant’s sole discretion.

### ***Termination***

You may terminate this agreement at any time by using technological means supplied on any Service(s) (e.g. a “Delete my account” button). Company may suspend or terminate this agreement at any time, for any reason, by either (i) notifying you in writing (including email), or (ii) using technological means to deactivate your account access to Services. Upon termination, Company reserves the right to delete or maintain any information or communications in its possession concerning your account or provided by you. Upon termination, Company has no further obligation to you to provide any Service(s).

### ***No Warranty***

YOU AGREE THAT YOUR USE OF SERVICE(S) IS AT YOUR OWN RISK. ALL SERVICE(S) ARE PROVIDED ON AN “AS IS” BASIS AND ON AN “AS AVAILABLE” BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR ANY PARTICULAR USE OR PURPOSE, WARRANTIES OF MERCHANTABILITY, OPERABILITY, CONDITION, ACCURACY, VALUE, OR AVAILABILITY.

Your acknowledgement and agreement to this section is a material term of this agreement.

### ***Limitation of Liability***

IN NO EVENT SHALL COMPANY, CONSULTANTS, AND/OR THEIR OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS ATTORNEYS OR LICENSORS, BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE OR THE SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL COMPANY’S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS OR ANY OTHER AGREEMENT WITH YOU EXCEED THE AMOUNTS PAID BY USER TO COMPANY UNDER THIS OR ANY OTHER AGREEMENT FOR THE SERVICES, DELIVERABLES OR INVENTION GIVING RISE TO SUCH LIABILITY IN THE THREE MONTHS PRECEDING THE CLAIM.

### ***Restrictions on Use***

Company Service(s) may not be used by any person under the age of 13 years old.

### ***Intellectual Property License***

In consideration for Company's offering its Service(s) (including the website located at [Insert Website Domain]) to you, whether or not you pay for any such Service(s), you grant Company a worldwide, perpetual, fully-paid up, non-exclusive, non-transferrable license to practice, in connection with any and all Service(s), any patents or other intellectual property owned or controlled by you, or any entity controlled by you.

### ***Miscellaneous***

#### ***Arbitration and Equitable Relief***

***Arbitration.*** You agree that any and all controversies, claims, or disputes with anyone (including Company and any employee, officer, director, attorney, or shareholder of the Company in their capacity as such or otherwise) arising out of, relating to, or resulting from your relationship with the Company or the termination of your relationship with the Company, including any breach of this Agreement, shall be subject to binding arbitration under the applicable rules of JAMS, pursuant to the laws of the Commonwealth of Pennsylvania. You further understand that this Agreement to arbitrate also applies to any disputes that the Company may have with You. Company shall have the right, in its sole discretion, to waive arbitration and instead hear disputes in the ordinary court system.

***Procedure.*** You agree that any arbitration will be administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS") pursuant to its Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"). You agree that the arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. You agree that the arbitrator shall issue a written decision on the merits. You also agree that the arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law. You agree that the arbitrator shall administer and conduct any arbitration in a manner consistent with the Rules and that the arbitrator shall apply substantive and procedural Pennsylvania law to any dispute or claim, without reference to rules of conflict of law. To the extent that the JAMS Rules conflict with Pennsylvania law, Pennsylvania law shall take precedence. You further agree that any arbitration under this agreement shall be conducted in the Commonwealth of Pennsylvania.

***Remedy.*** Except as provided by the Rules, arbitration shall be the sole, exclusive and final remedy for any dispute between You and the Company. Accordingly, except as provided for by the Rules or this Agreement, neither You nor the Company will be permitted to pursue court action regarding claims that are subject to arbitration. Notwithstanding, the

arbitrator will not have the authority to disregard or refuse to enforce any lawful Company policy, and the arbitrator shall not order or require the Company to adopt a policy not otherwise required by law which the Company has not adopted.

**Availability of Injunctive Relief.** Either party may also petition the court for injunctive relief where either party alleges or claims a violation of any agreement regarding trade secrets, or confidential information, or a breach of any restrictive covenant. In the event either party seeks injunctive relief, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees.

**Administrative Relief.** You understand that this Agreement does not prohibit you from pursuing an administrative claim with a local, state or federal administrative body. This Agreement does, however, preclude you from pursuing court action regarding any such claim, except as permitted by law.

**Voluntary Nature of Agreement.** You acknowledge and agree that you are accepting this Agreement voluntarily and without any duress or undue influence by the Company or anyone else. You further acknowledge and agree that You have carefully read this Agreement and that You have asked any questions needed for You to understand the terms, consequences and binding effect of this Agreement and fully understand it, including that **You are waiving your right to a jury trial.** Finally, You agree that You have been provided an opportunity to seek the advice of an attorney of Your choice before continuing to use any Service.

### **Miscellaneous**

**Governing Law;** Consent to Personal Jurisdiction. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of law provisions of any jurisdiction. To the extent that any lawsuit is permitted under this Agreement, the Parties hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in Pennsylvania.

**Assignability.** This Agreement will be binding upon Your heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as expressly stated. Except as may otherwise be provided in this Agreement, you may not sell, assign or delegate any rights or obligations under this Agreement. Notwithstanding anything to the contrary herein, Company may assign this Agreement and its rights and obligations under this Agreement to any successor to all or

substantially all of Company's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, change of control or otherwise.

**Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the Parties. You represent and warrant that you are not relying on any statement or representation not contained in this Agreement, other than those specifically referred to by this Agreement. To the extent any terms set forth in any exhibit or schedule conflict with the terms set forth in this Agreement, the terms of this Agreement shall control unless otherwise expressly agreed by the Parties in such exhibit or schedule.

**Headings.** Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

**Severability.** *If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.*

**Modification, Waiver.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the Parties. Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

**Attorneys' Fees.** In any court action at law or equity that is brought by one of the Parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that Party may be entitled.

**Acceptance.** This Agreement is offered by Company by providing its text to You (User) via any of its website(s) or application(s), and accepted by You by Your logging into, or continued use of, Company's website(s), application(s), or service(s).

# Privacy Policy

Renaissance Orthopaedics PC (“Renaissance” and/or “Company”) operates the website located at <https://portal.joint-evaluation.com/> and other websites and applications which refer and/or link to this Privacy Policy. Via these website(s) and application(s), Company offers online **Virtual Second Opinions** platform service(s) (collectively, the “Services”) which allow consumers to interact with consultant healthcare professionals (“Physician(s)” and/or “Consultant(s)”) who provide education and information. This Privacy Policy constitutes both a notice to any user of Company’s Services (you, “User” or “Users”) as well as an agreement between Company and any user of Company’s Services, consenting to Company’s practices as disclosed herein.

- **Disclosure & Consent.** Company discloses its Privacy Policy, including practices concerning the capture and use of information, herein. As described herein, you – the User – consent to any practices so disclosed and agrees to waive any claim against Company arising from any such practice disclosed herein. If you do not agree or consent, you may not use Company’s Services.
- **Compliance with the Law.** Compliance with the law is of the utmost importance to Company. Company will comply with all legal obligations including those concerning the collection, storage, use, transmission, privacy, or disclosure of any User’s data. All provisions or disclosures of this privacy policy should be interpreted to be limited to those practices permitted by applicable law, and Company will take any and all actions necessary to comply with the law, even if not stated explicitly herein. Should the law change, Company will change its internal processes and procedures to comply with the law, even if such changes are not noted here or in a future version of this policy, and User consents to any such changes.
- **What Information May We Collect?** The Services may collect many different types of User information, including Personally Identifying Information, Health Information, Clinical Intake Information, Demographic Information, and Payment Information. These categories are broad and we may collect additional information not specifically listed in these categories. Because the more information we have, the better we are able to serve you, the Services will seek to collect all information that is available or that you provide to us.
- **How we use your information?** We may use any information we collect in the provision of the services, as well as the ordinary and ongoing conduct of our business, including:



- disclosing information that you provide to us to Company's network of doctors, subject matter experts, and other healthcare professionals (the "Company Network") for their reference in consulting with you,
  - obtaining payment for our services and the services of the Company Network,
  - improving the operation of our Services, improving the Services or developing new Services,
  - conduct research following necessary internal and external protocols,
  - to comply with any applicable laws requiring or authorizing disclosure, assisting in public health efforts, informing authorities or law enforcement of any information they require,
  - communicate with you about additional products and/or services that you may find useful.
- ***How we share your information?*** We will not share any User information which we are prohibited by law from sharing. Subject to the foregoing, we will share information with our subsidiaries and affiliates, with the Company Network, as required to avert harm to others, and for any other purpose which we disclose to you, including at the time you provide the information to us.
  - ***Our use of Cookies, GPS, and Other Tracking Mechanisms.*** The Services may collect and use cookies, GPS, and other technological mechanisms to collect information. This information is subject to the same policies as any other information.
  - ***De-Identified Information.*** To the extent that any information submitted by you is de-identified or anonymized, such that it cannot be readily or reasonably traced back to you, we may use it for any purposes allowed by law.
  - ***Security of My Personal Information.*** The security of your personal information is of the highest priority to Company. We use state of the art technologies, including encryption, to ensure that your information cannot be intercepted in transit or while it is being stored. We will use all reasonable measures to continue to safeguard your information and will update these measures according to industry best practices. Company respects your data privacy and will delete all your personally identifying information, and other data, upon request. Please email: [shannon@discoverdrd.com](mailto:shannon@discoverdrd.com) with your username and email address to request deletion of your data.
  - ***Marketing Communications.*** We may use your information to send you marketing communications about the Services or other Services which you may find useful.

- **Contact Us.** If you have questions about our collection, use of, storage of, processing of, or sharing of your information, you may contact us at shannon@discoverdrd.com Please allow 2-3 business days for a response.
- **Consent, Changes, & Acceptance.** This disclosure is offered by Company by providing its text to User via any of its website(s) or application(s). Updated versions of this disclosure may be offered to User via the same or other means. User consents to Company's practices as provided herein, and in consideration of Company's provision of its Services (including the service of providing any website and/or application itself) and hereby agrees to waive any claim against Company arising from Company's practices as disclosed herein. Such acceptance by User is indicated by User's viewing, browsing, logging into, or continued use of, Company's website(s), application(s), or service(s).