

## Terms of Service

Last Updated: August 2026

These terms of service (“**Terms of Service**” or “**Terms**”) govern your use of Pair Team, PBC’s (“**Pair Team**,” “**we**,” “**us**,” and “**our**”) website located at <https://www.pairteam.com> (the “**Site**”) as well as the services available to You through the Site (“**Services**”).

**Your acceptance of, and compliance with, these Terms of Service is a condition to your use of the Site and receipt of the Services. You acknowledge that you have read, understand, and accept all terms and conditions contained within the Terms of Service. If you do not agree to be bound by these terms, you are not authorized to access or use this Site or receive the Services; promptly exit this Site.**

The terms “You” and “Your” means you, your dependent(s) if any, and any other person accessing the Site or receiving the Services.

## TERMS OF SERVICE

### 1. Privacy Practices

You agree that information provided by you in connection with the Services and Site shall be governed by the Pair Team Privacy Policy which is hereby incorporated and made a part of this Agreement.

### 2. Services Provided – No Medical Care or Advice by Pair Team

Pair Team provides administrative services to several healthcare entities and their affiliates, (collectively defined as “**Medical Group**”) to provide you with access to certain healthcare services, including but not limited to telehealth services and other asynchronous services via Medical Group’s physicians (each a “**Provider**” and collectively the “**Providers**”) (See Section 20 for supplemental terms applicable to Providers).

The Site and other interfaces, such as SMS text message and phone calling, may facilitate communication between you, Providers, and others involved in your care. Pair Team does not provide medical advice or care. Pair Team contracts with Medical Group,

an independent, physician-owned medical group with a network of United States based Providers who provide clinical services, or individual providers. The Providers and Medical Group, and not Pair Team, are responsible for the quality and appropriateness of the care they render to you. Neither Pair Team, nor any of its subsidiaries or affiliates or any third party who may promote the Site or Services or provide a link to the Services, shall be liable for any professional advice obtained from a Provider via the Site or Services, nor any information obtained on the Site. Pair Team does not recommend or endorse any specific Providers, tests, physicians, medications, products, or procedures. You acknowledge that any information you receive and your reliance on any information delivered by the Providers via the Site or Services is solely at your own risk and you assume full responsibility for all risks associated herewith.

Pair Team does not make any representations or warranties about the training or skill of any Providers who deliver services via the Site or Services. Pair Team does not confirm the credentials of any Providers. Pair Team does not validate that any such persons are in good standing with their respective licensure board(s) or that they are using the Services in accordance with laws applicable to the practice of medicine. It is YOUR responsibility to separately confirm that a Provider is in good standing with his or her respective licensing board(s) and to exercise whatever other due diligence you feel is appropriate in selecting and maintaining your choice of Providers.

The content of the Site and the Services, including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals, is for informational purposes only and does not constitute professional medical advice, diagnosis, treatment, or recommendations of any kind by Pair Team. You should always seek the advice of qualified health care professionals with any questions or concerns you may have regarding your individual needs and any medical conditions. All information provided by Pair Team, or in connection with any communications supported by Pair Team, is intended to be for general information purposes only, and is in no way intended to create a provider-patient relationship as defined by state or federal law.

By using our automated telephone services or interactive text-messaging (SMS/MMS) features powered by artificial intelligence, which are part of the Services, you acknowledge and agree that these tools utilize automated generative technologies that can make mistakes, generate inaccurate or incomplete responses, and experience errors. The AI Services are provided strictly for informational and administrative convenience; they do not provide medical advice, diagnosis, or treatment. You should never rely on AI-generated content for medical decisions and must always verify health information with a qualified healthcare professional.

**THE SERVICES MAY NOT BE MONITORED IN REAL-TIME BY CLINICAL STAFF AND MUST NOT BE USED FOR MEDICAL EMERGENCIES.** Furthermore, by interacting with the Services, you provide your express consent to receive automated telephone calls, AI-synthesized voice responses, and automated text messages at the phone number you provide. You acknowledge that standard SMS and mobile phone networks are unencrypted communication channels, meaning any personal or health information you share may be vulnerable to interception during transmission.

**Not for Emergencies.** IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL “911” IMMEDIATELY. Pair Team’s Site and Services are not for medical emergencies or urgent situations. You should not disregard or delay seeking medical advice based on anything that appears or does not appear on the Site. If you believe you have an emergency, call 9-1-1 immediately. You should seek emergency help or follow up care when recommended by a Provider or when otherwise needed. You should continue to consult with your primary provider and other healthcare professionals as recommended. Always seek the advice of a physician or other qualified healthcare provider concerning questions you have regarding a medical condition and before stopping, starting, or modifying any treatment or modification.

**Not an Insurance Billing Company.** We are not billing experts. Any information provided to you with respect to billing is for informational purposes only and should not be relied upon.

### **3. Risk of Services**

By using the Services, you acknowledge the potential risks associated with such services. These include but are not limited to the following: information transmitted may not be sufficient (e.g. poor resolution of images); delays in evaluation or treatment could occur due to failures of electronic equipment; a lack of access to your medical records may result in adverse drug interactions or allergic reactions or other errors; and, although the electronic systems we use incorporate network and software security protocols to protect the privacy and security of health information, those protocols could fail causing a breach of privacy of your health information. Unfortunately, the transmission of information via the internet is not completely secure. Although we take commercially reasonable steps designed to protect your Personal Information (as is defined in the Pair Team Privacy Policy), we cannot guarantee the security of your Personal Information transmitted to our Services. Any transmission of Personal

Information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures employed by the Services.

#### **4. Availability of Services**

Pair Team and Medical Group operate subject to state and federal regulations, and the Services may not be available in your state. You represent that you are not a person barred from enrolling for and/or receiving the Services under the laws of the United States or other applicable jurisdictions in which you may be located. Access to and use of the Site and/or the Services is limited exclusively to users located in States within the United States where the Services are available.

#### **5. Site Access, Security and Restrictions**

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which you user are not authorized to access; or (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Site or any portion thereof without authorization, in violation of these Terms of Service or in violation of applicable law.

You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Site; deep-link to any feature or content on the Site; or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site. Violations of system or network security may result in civil or criminal liability. Pair Team will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted or service performed via this Site.

#### **6. Computer Equipment and Internet Access**

You are responsible for obtaining, installing, maintaining, and operating all software, hardware, or other equipment (collectively, “**Systems**”) necessary for you to access and use the Site and/ or Services. This includes, without limitation, obtaining Internet and/ or SMS text message services, using up-to-date web browsers, and the best commercially

available encryption, antivirus, anti-spyware, and internet security software. You are responsible for the data security of the Systems used to access the Services and for the transmission and receipt of information using such Systems. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems. THERE ARE ALWAYS SECURITY AND ACCESS AVAILABILITY RISK ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, AND WITH SMS/ TEXT MESSAGE, AND YOU EXPRESSLY ASSUME SUCH RISKS.

## **7. Electronic Communications & Consent to Receive Calls and Text Messages**

When you use the Site or Services, or send e-mails, messages, and other communications from your desktop or mobile device to Pair Team, you are communicating with us electronically. We may send communications, including emails, to you regarding your receipt of the Services. You consent to receive communications from us electronically. You agree that (a) all agreements and consents can be signed electronically and (b) all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notices and other communications be in writing. Pair Team and Medical Group may contact you by telephone, mail, or email to verify your account information. If you consent to receive marketing or other communications not related to the Services, we will provide you with the option to opt-out of such marketing communications within the applicable message.

By accepting these Terms, you expressly consent to receive communications from us, including text messages (SMS), which may be automated, multimedia messages (MMS), and phone calls to the phone number you provide, all of which may be supplemented with Pair Team's use of third party generative artificial intelligence, machine learning, and/ or algorithmic tools, to improve the functionality of our Site and Services, and in order to facilitate the delivery of our Services to you, provide updates to you, or for marketing purposes as outlined herein.

### *SMS Terms of Service for Job Applicants*

1. When you opt in to receive SMS messages from Pair Team, we may send you messages related to your job application, including updates, interview coordination, and other recruiting communications.
2. You can cancel the SMS service at any time by replying with any of the following industry standard keywords:
  - a. STOP
  - b. STOPALL

- c. OPTOUT
- d. CANCEL
- e. END
- f. QUIT
- g. UNSUBSCRIBE
- h. REVOKE

3. After you opt out, we may send one final text message confirming that you have been unsubscribed. No further recruiting SMS messages will be sent unless you opt in again.

4. To opt back in, reply with any of the following industry standard keywords:

- a. START
- b. UNSTOP
- c. YES

5. For help, reply HELP or contact us at EMAIL or PHONE NUMBER.

6. Carriers are not liable for delayed or undelivered messages.

7. Message and data rates may apply. Message frequency may vary. Contact your wireless provider for details.

8. For more information on how we handle your data, please review our Privacy Policy at: <https://pairteam.com/privacy>.

## **8. Ownership of The Site and Related Materials; Additional Restrictions**

All pages within this Site and any material made available for download are the property of Pair Team, or its licensors or suppliers, as applicable. The Site is protected by United States and international copyright and trademark laws.

All rights not expressly granted to you in these Terms of Service are reserved and retained by Pair Team or its licensors, suppliers, publishers, rights holders, or other content providers. Neither the Site and Services, nor any part of the Site and Services, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Pair Team. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Pair Team without express written consent. You may not use any meta tags or any other "hidden text" utilizing Pair Team's name or trademarks without the express written consent of Pair Team. You may not misuse the Site or Services. You may use the Site and Services only as permitted by law. The content of the Site, including without limitation the files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through this Site may not be copied, distributed, modified,

reproduced, published or used, in whole or in part, except for purposes authorized or approved in writing by Pair Team. You may not frame or utilize framing techniques to enclose, or deep-link to, any name, trademarks, service marks, logo, content, or other proprietary information (including images, text, page layout, or form) of Pair Team without our express written consent.

## **9. No Persons Under 18 Years Old**

The Site and Services are only for persons 18 years or older, or a minor if represented by a parent or legal guardian, or an individual with uncontested legal authority to arrange for and consent to the treatment of the minor. If you are under the age of 18, please do not attempt to register with us, unless represented by a parent or legal guardian, at this Site or provide any Personal Information (as defined in the Privacy Policy) about yourself to us. If we learn that we have collected Personal Information from someone under the age of 18, we will promptly delete that information unless such person is represented by a parent or legal guardian. If you believe we have collected Personal Information from someone under the age of 18 and such person is not represented by a parent or legal guardian, please email us at [support@pairteam.com](mailto:support@pairteam.com)

## **10. Service Suspension**

If you breach any of these terms, we may suspend or disable or terminate your access to the Site or Services without prior notice to you. There may be instances where we may need to terminate your access to the Services that are not related to any of your actions or inactions. We reserve the right to terminate your access to and use of the Services and materials at any time, with or without cause.

## **11. Accuracy of Information; Functionality**

Although Pair Team attempts to ensure the integrity and accuracy of the Site and related materials, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Site, its content, or any services or items obtained through the Site. It is possible that the Site could include typographical errors, inaccuracies, or other errors, and that unauthorized additions, deletions, and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform Pair Team so that it can be corrected. Information contained on the Site may be changed or updated without notice. Additionally, Pair Team shall have no responsibility or liability for information or content, or their accuracy, posted to the Site from any

non-Pair Team affiliated third party. Pair Team and Medical Group each reserves complete and sole discretion with respect to the operation of the Site and the Services. We may withdraw, suspend, or discontinue any functionality or feature of the Site or the Services, among other things. We are not responsible for transmission errors, corruption, or compromise of information carried over local or interchange telecommunications carriers. We are not responsible for maintaining information arising from use of the Site or with respect to the Services. We reserve the right to maintain, delete, or destroy all communications or information posted or uploaded to the Site or the Services in accordance with our internal record retention and/or destruction policies.

## **12. Links to Other Sites**

Pair Team makes no representations whatsoever about any other website that you may access through this Site, including those provisioned by Medical Group or Providers. When you access a non-Pair Team site, please understand that it is independent from Pair Team, and that Pair Team has no control over the content on that website. In addition, a link to a non-Pair Team website does not mean that Pair Team endorses or accepts any responsibility for the content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third-party sites linked to this Site, you do this entirely at your own risk.

## **13. User Information**

You agree not to (i) access the Site or use the Services in any unlawful way or for any unlawful purpose; (ii) post or transmit (a) a message under a false name, or (b) any data, materials, content, or information (including, without limitation, advice, and recommendations) (collectively "Information") which is (1) libelous, defamatory, obscene, fraudulent, false, or contrary to the ownership or intellectual property rights of any other person, or (2) contains or promotes any virus, worm, Trojan horse, time bomb, malware, or other computer programing or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate the Site or the Services, Personal Information, software, equipment, servers, or Information, or facilitate or promote hacking or similar conduct; (iii) impersonate or misrepresent your identity or falsely state or misrepresent your affiliation with a person or entity; (iv) tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security, or proper function of the Site or the Services; (v) use robots or



scripts with the Site; (vi) attempt to reverse engine, reverse assemble, reverse compile, decompile, disassemble, translate, or otherwise alter, defraud, or create false results from any executable code, information on or received by this Site; (vii) to have any antivirus or anti-spyware software running that is set to override the internet browser's cookies setting; (viii) incorrectly identify the sender of any message transmitted to Pair Team; (ix) alter the attribution or origin of electronic mail, messages, or posting; (x) harvest or collect protected health information ("PHI") about any other individual who uses the Site or the Services; and (xi) infringe or facilitate infringement on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any party, including such rights of third parties.

If you submit, upload, post, or transmit any health information, medical history, conditions, problems, symptoms, personal information, consent forms, agreements, requests, comments, ideas, suggestions, information, files, videos, images, or other materials to us or our Site ("**User Information**"), you agree not to provide any User Information that (1) is false, inaccurate, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, harmful, or that could encourage criminal or unethical behavior; (2) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets, or intellectual property rights of any person or entity; or (3) contains or transmits a virus or any other harmful component. You agree not to contact other site users through unsolicited e-mail, telephone calls, mailings, or any other method of communication. You represent and warrant to Pair Team that you have the legal right and authorization to provide all User Information to Pair Team for use as set forth herein and required by Pair Team.

You agree to defend, indemnify and hold harmless Pair Team, from and against all third-party claims, damages, and expenses (including reasonable attorneys' fees) against or incurred by us arising out of any User Information you upload to or transmit through the Site.

#### **14. Claims of Copyright Infringement**

We disclaim any responsibility or liability for copyrighted materials posted on our site. If you believe that your work has been copied in a manner that constitutes copyright infringement, please completely follow the procedures set forth in detail below. Pair Team respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act ("DMCA"), we will respond promptly to notices of alleged infringement that are reported to Pair Team's

Designated Copyright Agent, identified below.

*Notices of Alleged Infringement for Content Made Available on the Site.*

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through our Site by sending us notice ("Notice") complying with the following requirements:

1. Identify the copyrighted works that you claim have been infringed.
2. Identify the material or link you claim is infringing (or the subject of infringing activity) and that access to which is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found.
3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:

"I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."

"I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

5. Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to [support@pairteam.com](mailto:support@pairteam.com)

## **15. Intellectual Property**

Pair Team retains all right, title, and interest in and to the Site, the Services, and any information, products, documentation, software, or other materials on the Site, and any patent, copyright, trade secret, trademark, service mark, or other intellectual property, or proprietary right in any of the foregoing, except for information on the Site licensed by Pair Team or Medical Group (in that case, the license provider retains all right, title, and interest therein). The information available through the Site and the Services is the property of Pair Team. You agree not to store, copy, modify, reproduce, retransmit, distribute, disseminate, rent, lease, loan, sell, publish, broadcast, display, or circulate such information to anyone. Use, reproduction, copying, or redistribution of Pair Team

trademarks, service marks, and logos are strictly prohibited without the prior written permission of Pair Team. The immediately foregoing sentence also applies to any third-party trademarks, service marks, and logos posted on the Site. Nothing contained on the Site should be construed as granting, by implication, estoppel, waiver, or otherwise, any license or right to use any trademarks, service marks, or logos displayed on the Site without the written grant thereof by Pair Team or the third-party owner of such trademarks, service marks, and/or logos. The Site may contain other proprietary notices and copyright information, the terms of which you agree to follow.

Pair Team may delete any information provided by you that it deems in its sole discretion is fraudulent, abusive, defamatory, obscene, or in violation of copyright, trademark, or other intellectual property or ownership right of any other person or entity.

## **16. Disclaimer of Warranties**

PAIR TEAM DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. PAIR TEAM DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, SITE-RELATED SERVICES, AND LINKED WEBSITES. PAIR TEAM DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY. WARRANTIES RELATING TO PRODUCTS OR SERVICES OFFERED, SOLD AND DISTRIBUTED BY PAIR TEAM ARE SUBJECT TO SEPARATE WARRANTY TERMS AND CONDITIONS, IF ANY, PROVIDED BY PAIR TEAM OR THIRD PARTIES WITH OR IN CONNECTION WITH THE APPLICABLE PRODUCTS OR SERVICES

## **17. Limitation of Liability Regarding Use of Site**

EXCEPT AS PROVIDED BY LAW, AND WITHOUT LIMITATION: PAIR TEAM SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF MEDICAL GROUP OR THE PROVIDERS. PAIR TEAM AND ANY THIRD PARTIES MENTIONED ON THIS SITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES, CONTENT, OR INFORMATION CONTAINED WITHIN THE SITE, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, AND/OR LINKED WEBSITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM LIABILITY OF PAIR TEAM TO YOU WITH RESPECT TO YOUR USE OF THIS SITE IS FIVE HUNDRED DOLLARS (\$500.00). ANY CLAIM ARISING FROM THE USAGE OF THE SITE, SITE-RELATED SERVICES, CONTENT, OR INFORMATION CONTAINED WITHIN THE SITE MUST BE BROUGHT WITHIN TWO (2) YEARS OF THE OCCURRENCE OF THE EVENT FROM WHICH THE CLAIM AROSE. YOU HEREBY AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL LAWS THAT LIMIT THE EFFICACY OF SUCH INDEMNIFICATIONS OR RELEASES.

## **18. No Third Party Rights**

Unless expressly stated in the Terms of Service to the contrary, nothing herein is intended to confer any rights or remedies on any persons other than you, Pair Team, Medical Group, and its affiliates. Nothing in the Terms of Service is intended to relieve or discharge the obligation or liability of any third persons to you, Pair Team, Medical Group, and its affiliates, nor shall any provision give any third parties any right of subrogation or action against you, Pair Team, Medical Group, and its affiliates.

## **19. Assignment**

You may not assign, transfer, or delegate the Terms of Service or any part thereof without Pair Team's prior written consent. Pair Team may freely transfer, assign, or delegate all or any part of the Terms of Service, and any rights or duties hereunder or thereunder. The Terms of Service will be binding upon and inure to the benefit of the heirs, successors, and permitted assignees of the parties.

## **20. Supplemental Terms Applicable to Providers**

These supplemental terms apply to Providers in addition to the other provisions of these Terms of Service. In the event of a conflict between the supplemental terms and any other terms herein, the supplemental terms shall prevail.

Every healthcare provider using the Site or Services to deliver healthcare services to patients (each a "**Provider**") must be a licensed physician contracted or employed by Medical Group or under the supervision of a Provider or Medical Group, and must agree to comply with all laws, medical board rules, and other rules and regulations applicable to you as a Provider or otherwise. Your relationship with the patients is directly between you as the Provider and the patient. The patient will never have a physician-patient relationship with Pair Team. Pair Team does not practice medicine and offers no medical services. As set forth more fully below, Provider is solely responsible for all agreements, consents, notices, and other interactions with patients and other consumers. Without limiting the generality of the foregoing, Provider is solely responsible for all billings and collections from patients and other consumers, and Pair Team shall have no liability whatsoever to Provider with respect to any amounts owed by any patient or other consumer to Provider.

**Pair Team does not provide any medical advice, legal advice, or representations in any way regarding any legal or medical issues associated with Provider, or goods or services offered by Provider, including but not limited to any compliance obligations or steps necessary to comply with any state or federal laws and regulations.** Provider should seek legal counsel regarding any legal and compliance issues and should not rely on any materials or content associated with the Services in determining Provider's compliance obligations under law. Provider and Pair Team agree that Pair Team is not providing to patient, or anyone else, medical advice or legal advice.

Provider will use the Site and Services only in accordance with applicable standards of good medical practice. While software products such as the Site and Services can

facilitate and improve the quality of service that Provider can offer patients, many factors, including the provider/patient relationship can affect a patient outcome, and with intricate and interdependent technologies and complex decision-making it is often difficult or impossible to accurately determine what the factors were and in what proportion they affected an outcome. Pair Team facilitates communications with Providers, Medical Group and you; but nonetheless, Pair Team does not provide medical services, or medical advice, and the doctor-patient relationship is between you and the Medical Group Provider you select. Provider shall be solely responsible for its use of the Site and Services, and the provision of medical services to Provider's patients. In this regard, Provider releases Pair Team and waives any and all potential claims against Pair Team as a result of Provider's use of the Site and Services, and the provision of services to Provider's patients.

As a result of the complexities and uncertainties inherent in the patient care process, Provider agrees to defend, indemnify, and hold Pair Team harmless from any claim by or on behalf of any patient of Provider, or by or on behalf of any other third party or person claiming damage by virtue of a familial or financial relationship with such a patient, which is brought against Pair Team, regardless of the cause, if such claim arises for any reason whatsoever out of Provider's use or operation of the Site and Services. To the extent applicable, Provider will obtain Pair Team's prior written consent to any settlement or judgment in which Provider agrees to any finding of fault of Pair Team or defect in the Site or Services. Pair Team will promptly notify Provider in writing of any claim subject to this indemnification, promptly provide Provider with the information reasonably required for the defense of the same, and grant to Provider exclusive control over its defense and settlement.

## **21. Dispute Resolution; Arbitration Agreement**

### *Good Faith Resolution*

We will try to work in good faith to resolve any issue you have with Site, Services ordered or purchased through the Site, if you bring that issue to the attention of our customer service department. However, we realize that there may be rare cases where we may not be able to resolve an issue to a customer's satisfaction.

### *Agreement to Arbitrate*

These Terms of Service provide that all disputes between you and Pair Team that in any way relate to these Terms of Service or your use of the Site or receipt of the Services will be resolved by BINDING ARBITRATION. ACCORDINGLY, YOU AGREE AND KNOWINGLY CONSENT TO GIVE UP YOUR RIGHT TO GO TO COURT IN ANY JURISDICTION (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights under these Terms of Service. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action or other court proceeding. You agree that, by agreeing to these Terms of Service, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Pair Team are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms of Service and any other contractual relationship between you and Pair Team.

If you desire to assert a claim against Pair Team, and you therefore elect to seek arbitration, you must first send to Pair Team, by certified mail, a written notice of your claim ("Notice"). The Notice to Pair Team should be addressed to: support@pairteam.com ("Notice Address"). If Pair Team desires to assert a claim against you and therefore elects to seek arbitration, it will send, by certified mail, a written Notice to the most recent address we have on file or otherwise in our records for you. A Notice, whether sent by you or by Pair Team, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Pair Team and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Pair Team may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by Pair Team or you shall not be disclosed to the arbitrator.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Service, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by requesting them from us by writing to us at the Notice Address. The arbitrator is bound by the terms of these Terms of Service. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of these Terms of Service, including this arbitration agreement.

If your claim is for ten thousand dollars (\$10,000) or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as

established by the AAA Rules. If your claim exceeds ten thousand dollars (\$10,000), the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Pair Team's last written settlement offer made before an arbitrator was selected (or if Pair Team did not make a settlement offer before an arbitrator was selected), then Pair Team will pay you the amount of the award or one thousand dollars (\$1,000), whichever is greater.. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for payment or recovery attorneys' fees, the arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

YOU AND PAIR TEAM AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Further, unless both you and Pair Team agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

If this Agreement to Arbitrate provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms of Service shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts located in and for San Francisco, California.

*Exceptions to Agreement to Arbitrate.* Pair Team may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Site or the Services or infringement of intellectual property rights (for example, trademark, trade secret, copyright, or patent rights) without first engaging in the informal dispute-resolution process described above.

## **22. Force Majeure**



We will not be deemed to be in breach of these terms or liable for any breach of these terms or the Pair Team Privacy policy due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, terrorism, war, invasion, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire, or other disaster.

### **23. Indemnification**

You agree to defend, indemnify, and hold harmless Pair Team and any affiliates from and against any and all rights, demands, losses, liabilities, damages, claims, causes of action, actions, and suits (no matter whether at law or equity), fees, costs, and attorney's fees of any kind whatsoever arising directly or indirectly out of or in connection with: (i) your use or misuse of the Site and Services, or any information posted on the Site; (ii) your breach of the Terms of Service; (iii) the content or subject matter of any information you provide to Pair Team or a patient or customer; and/or (iv) any negligent or wrongful act or omission by you in your use or misuse of the Site and Services, or any information on the Site, including without limitation, infringement of third party intellectual property rights, privacy rights, or negligent or wrongful conduct.

### **24. Revisions; General**

Pair Team reserves the right, in its sole discretion, to terminate your access to all or part of the Site and Services, with or without cause, and with or without notice. Pair Team reserves the right to modify these Terms of Service at any time, effective upon posting. Any use of this website after such changes will be deemed an acceptance of those changes. You agree to review the Terms of Service each time you access this website so that you may be aware of any changes to these Terms. In the event that any of the Terms of Service 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 Service shall otherwise remain in full force and effect. These Terms of Service constitute the entire agreement between Pair Team and you pertaining to the subject matter hereof. Certain provisions of these Terms of Service may be superseded by expressly designated legal notices or terms located on particular pages within this Site.

### **25. How to Contact Us:**

Pair Team, PBC

1459 18th Street, PMB 206  
San Francisco, CA 94017  
Telephone: [415.429.4360](tel:415.429.4360)  
Email: [support@pairteam.com](mailto:support@pairteam.com)