

## **TERMS OF SERVICE**

*Last updated: November 12, 2025*

***This is a legally binding agreement. Please read these terms and conditions carefully. These Terms of Service apply to all visitors, users and others who access or use our website and our services. You represent that you are over the age of 18. We do not permit those under 18 to use the website or our services. By entering your personal information on and using the website and our services, you represent that you have the full legal authority to enter this agreement, and, in that capacity, you hereby acknowledge and agree to be bound by the terms and conditions set forth or referenced below. If you do not agree to these terms and conditions, do not use the website.***

This Terms of Service Agreement (the “**Agreement**”) for use of the CHT web-based sites, including lachambershealth.com, and applications (together with any associated software applications, database structures and queries, interfaces, tools, and the like), as revised, modified, and updated from time to time, (collectively, the “**Site**”) is between Chambers Health Trust (“**CHT**,” “**we**,” “**us**,” and “**our**”) and you (the individual accessing or using the Site or our services, or the company, or other legal entity on behalf of which such individual is accessing or using the Site and our services, as applicable) (“**you**” and “**your**”). Your access to and use of the Site and our services is also conditioned on your acceptance of and compliance with our Privacy Policy. Our Privacy Policy describes our policies and procedures on the collection, use and disclosure of your personal information when you use the Site and tells you about your privacy rights and how the law protects you. Please read our Privacy Policy carefully before using our Site or our services.

**1. Your Information.** You represent that the information you submit on the Site is true and complete, and you agree to update your information upon any changes thereto.

**2. General Terms and Disclaimers Regarding Services.**

(a) **Description of Service.** CHT allows you to subscribe on the Site to receive certain information from CHT including, but not limited to, its services, company information, newsletters, press releases, and related information. As more fully set forth herein, you understand and agree that the Site is provided “AS-IS” and that CHT assumes no responsibility for the timeliness, efficiency, effectiveness, deletion, mis-delivery, or failure of any communication or services provided.

(b) **No Guarantee of Results of Services.** Neither the Site, nor any of the content included thereon, is intended to be the sole or primary means of making decisions for any purpose. As set forth more fully herein, CHT is not responsible or liable for the accuracy, usefulness, or availability of any information transmitted or made available via the Site, and CHT shall not be responsible or liable for any decisions made based on such information.

**3. Your Responsibilities and Restrictions.**

(a) You may submit your information on the Site for your personal use. You must be at least 18 years old to submit your information on the Site. If you are a minor in the jurisdiction in which you reside, you must have the permission of, and be directly supervised by, your parent or legal guardian to use the Site, and your parent or legal guardian must read and agree to this Agreement prior to your using the Site. Notwithstanding the foregoing, you are not authorized to use the Site if you are under the age of 13.

(b) To use the Site, you must have a compatible device, and we do not warrant that the Site will be compatible with all devices. You are responsible for selecting, obtaining, and maintaining any equipment, items, and ancillary services needed to access and use the Site. Use of the Site requires Internet

access or mobile data, which may be subject to additional fees or charges. You will be responsible for all fees and charges incurred with respect to accessing to the Site.

(c) You shall not do, nor shall you authorize any person or entity to do, any of the following: (i) use the Site for any purpose or in any manner not specifically authorized by this Agreement; (ii) make any copies or prints, or otherwise reproduce or print, any portion of the Site, whether in printed or electronic format; (iii) distribute, republish, download, display, post, or transmit any portion of the Site; (iv) create or recreate the source code for, or re-engineer, reverse engineer, decompile, or disassemble the Site or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Site or any software, documentation or data related to the Site; (v) modify, adapt, translate, or create derivative works from or based upon any part of the Site, or combine or merge any part of the foregoing with or into any other software, document, or work; (vi) refer to or otherwise use any part of the Site as part of any effort to develop a product or service having any functional attributes, visual expressions, or other features or purposes similar to those provided by us; (vii) remove, erase, or tamper with any copyright, logo, or other proprietary or trademark notice printed or stamped on, affixed to, or encoded or recorded in the Site, or use a proxy, reverse proxy, or any other such mechanism that is intended to, or has the effect of, obscuring any of the foregoing or confusing an individual as to our rights in the foregoing; (viii) fail to preserve all copyright and other proprietary notices in any copy of any portion of the Site made by you or on your behalf; (ix) sell, market, license, sublicense, distribute, rent, loan, or otherwise grant to any third party any right to possess or utilize any portion of the Site without our express prior written consent (which may be withheld by us for any reason or conditioned upon execution by such party of a confidentiality and non-use agreement and/or other such other covenants and warranties as we, in our sole discretion, deem desirable); (x) use the Site to gain or attempt to gain access to any software applications, computer systems, or data not expressly authorized under this Agreement; (xi) use the Site to store, receive, or distribute any information in violation of any applicable law or otherwise use the Site to break or violate any applicable law, regulation, ordinance or guideline; (xii) diminish or infringe any intellectual property rights in and to the Site or impair or interfere with any copyright protection mechanisms, copyright management information systems or digital identification devices employed in association with the foregoing; (xiii) cause the Site to defame or infringe the rights of any other person, including intellectual property rights (for example, any patent, trademark, trade secret, copyright, or other proprietary rights) or rights of publicity or privacy; (xiv); promote, condone, or incite violence, dangerous acts, discrimination against individuals or groups based on race, ethnic origin, religion, disability, gender, age, nationality, veteran status, political affiliation, or sexual orientation/gender identity or any other protected characteristic, or threaten, harass, or bully any person or collect, store, receive, process, use, disclose, manipulate, track, or distribute any content or data that does any of the foregoing or is pornographic or obscene; (xv) impersonate any person or entity or generate fraudulent impressions of or fraudulent clicks on ad(s) through any automated, deceptive, fraudulent or other invalid means, including but not limited to through repeated manual clicks, the use of robots, agents or other automated query tools and/or computer generated search requests, and/or the unauthorized use of other search engine optimization services and/or software; (xvi) act in a manner that is illegal, discriminatory, derogatory, hateful, abusive, racist, fraudulent, defamatory, libelous, obscene, unlawful, harassing, violent, or threatening; (xvii) collect, store, receive, process, use, disclose, manipulate, track or distribute any computer viruses, worms, trojan horses, back door, trap door, time bombs, malware, or other malicious code; (xviii) use any device, software, methodology, or routine to interfere with or disrupt the Site or the servers or networks connected to the Site by trespass or burdening network capacity; (xix) harvest, access, or collect information about other CHT users or customers; (xx) restrict or inhibit any other person from using the Site, including without limitation by means of "hacking" or defacing any portion thereof; (xxi) "frame" or "mirror" any portion of the Site including, but not limited to, any data or information contained therein; (xxii) use any robot, spider, other automatic device, or manual process, to "screen scrape," monitor, "mine," or copy any portion of the Site; (xxiii) process data on behalf of any third party; or (xiv) attempt to do or assist any party in attempting

to do any of the foregoing. Although CHT has no obligation to monitor use of the Site, we may do so and may prohibit any use that we believe may be (or is alleged to be) in violation of applicable laws or regulations or this Agreement.

(d) You agree that you will use the Site only in a manner that complies with all applicable laws and that your use of the Site is subject to all applicable laws and regulations. You further agree to access the Site only from within the United States. The Site may not be exported or re-exported to certain countries, or those persons or entities prohibited from receiving exports from the United States. You represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

(e) You agree to indemnify, defend, and hold harmless CHT, its licensors, their affiliates, and their respective officers, directors, employees, and agents from any Loss arising out of or related to use of the Site or any services received thereunder. This obligation will survive your use of the Site and termination of this Agreement. For purposes of this Agreement, “Loss” means all losses, liabilities, damages, awards, settlements, claims, suits, proceedings, costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, expert witness fees, settlement, judgment, interest, and penalties).

#### 4. Ownership; Proprietary Rights; Third Parties.

(a) CHT reserves the right, in its sole discretion, to edit or delete any documents, information, or other content appearing on the Site. You acknowledge and agree that you do not acquire any ownership rights to the Site through this Agreement or by use of the Site. CHT and/or its licensors have and retain exclusive, valid, and non-contestable ownership of the Site and all intellectual property and proprietary rights therein. Any third-party code that may be incorporated in the Site is covered by the applicable open source or third-party license, if any, authorizing use of such code.

(b) You may suggest improvements and/or communicate to CHT ideas, inventions, discoveries, or concepts (“**Ideas**”) during the term of this Agreement, and you and us may discover or create the Ideas jointly. You agree that any such Idea shall be and remain solely the property of CHT and/or its licensors and may be used and sold, licensed, or otherwise provided by CHT and/or its licensors to third parties, or published or otherwise publicly disclosed, in CHT’s and/or its licensors’ sole discretion without notice, attribution, payment of royalties, or liability to you. You hereby assign to CHT any and all of your right, title, and interest in and to any such Ideas.

#### 5. Usage Data; Your Data; Communications.

(a) CHT shall have the right to collect and analyze data and other information relating to the provision, use and performance of the Site and related systems and technologies (“**Usage Data**”), and you acknowledge and agree that CHT has and retains exclusive and valid ownership of all Usage Data. CHT will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Site and for other development, diagnostic and corrective purposes in connection with the Site and other service offerings, (ii) disclose such data in aggregated or de-identified form in connection with its business, and (iii) otherwise use and disclose such data as permitted by applicable law and set forth in our Privacy Policy.

(b) You grant to CHT a non-exclusive, transferrable, sublicensable, irrevocable worldwide, royalty-free right and license to, during and after the term hereof, use, copy, encode, store, archive, distribute, transmit, translate, render into an audible and/or visual format, publicly-display, publicly-

perform, and create derivative works from any information, content, materials, or other data, and any reviews, ratings, comments, or other data or content that you provide to us via the Site (“Data”): (i) to the extent necessary for CHT to provide the Site, perform our obligations under this Agreement, or perform our services; and (ii) in connection with the presentation, marketing, advertising, and/or promotion of the Site or to attribute ratings or content to you, in accordance with applicable law; (iii) to compile analyses and statistical information from Data regarding usage or performance of the Site and user engagement; (iv) provide, monitor, correct, enhance, and improve the Site and perform services related thereto; (v) develop new products and accomplish other internal business purposes; (vi) de-identify Data such that there is no reasonable basis to believe that the information can be used, alone or in combination with other reasonably available information, to identify any individual or to identify you as the source of such data; (vii) aggregate Data with other data; and (viii) in perpetuity to use, reproduce, prepare derivative works of, and distribute such aggregated or de-identified data for any lawful purpose and to grant sublicenses for the foregoing. You represent and warrant that you own or have the legal right and authority and will continue to own or maintain the legal right and authority, to grant to CHT the license set forth herein. You are responsible for all of your Data, and you represent and warrant that your Data will not violate the terms of this Agreement, including the restrictions set forth in Section 3, above. If any of your Data violates this Agreement, or is inappropriate in our judgment, we reserve the right, in our sole discretion and without notice to you, (i) to change, delete or remove, in part or in full, any of your Data and/or (ii) to terminate or suspend access to the Site, with or without notice. CHT will cooperate with local, state, and/or federal authorities to the extent required by applicable law in connection with your Data. You shall indemnify, defend, and hold harmless CHT, its affiliates, and their respective directors, officers, employees, and agents from and against any Loss arising from or related to a claim of a third party with respect to a breach of the foregoing representations and warranties. CHT will only use and disclose personal information as described in the Privacy Policy or required by law.

(c) BY PROVIDING YOUR DATA VIA THE SITE, YOU AUTHORIZE CHT, ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, AND CONTRACTORS TO INITIATE ELECTRONIC COMMUNICATIONS BY E-MAIL, TELEPHONE CALLS TO NUMBERS (INCLUDING TO CELLULAR PHONE) THAT ARE PROVIDED THROUGH THE SITE, AND TEXT MESSAGES (SMS OR MMS) TO CELLULAR PHONE NUMBERS THAT ARE PROVIDED THROUGH THE SITE TO PROVIDE ORDER UPDATES OR OTHER PURPOSES RELATED TO THE SITE AND THE SERVICES PROVIDED BY CHT. YOUR TELEPHONE CARRIER MAY CHARGE FOR THESE INCOMING CALLS OR MESSAGES. YOU CONSENT TO SUCH COMMUNICATIONS, WHICH MAY OCCUR BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM. TELEPHONE CALLS MAY BE RECORDED. STANDARD DATA AND MESSAGE RATES MAY APPLY FOR SMS AND MMS ALERTS, WHETHER YOU SEND OR RECEIVE SUCH MESSAGES, AND YOU AGREE TO BE RESPONSIBLE FOR ALL SUCH CHARGES. DO NOT SUBMIT YOUR INFORMATION IF YOU DO NOT CONSENT TO BEING CONTACTED BY TELEPHONE, TEXT, OR EMAIL.

6. Privacy Policy. You acknowledge and agree that You have read and understood CHT’s Privacy Policy, which is available at [here](#). You consent to and authorize the processing, use, and disclosure of personal information as set forth therein. Notwithstanding anything to the contrary herein, You consent and CHT shall have the right to collect and analyze data and other information relating to the provision, use, and performance of the Site and related systems and technologies, and CHT will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Site and for other development, diagnostic, and corrective purposes in connection with the Site and other service offerings, (ii) disclose such data solely in aggregate or other de-identified form in connection with its business, and (iii) use and/or disclose such data as otherwise set forth in the Privacy Policy.

## 7. No Warranties; Risk Allocation.

(a) THE SITE AND ALL SERVICES PROVIDED OR TO BE PROVIDED UNDER THIS AGREEMENT ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITH ALL FAULTS, AND YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE. CHT, FOR ITSELF AND ITS LICENSORS, DISCLAIMS, ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, STATUTORY OR ORAL OR WRITTEN) WITH RESPECT TO THE SITE OR ANY PART OF IT AND ANY SERVICES PROVIDED BY CHT, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, QUALITY (INCLUDING, WITHOUT LIMITATION, AS TO THE SEQUENCE, COMPLETENESS, TIMELINESS, ADEQUACY, ACCURACY, QUALITY, TRUTH, AND/OR RELIABILITY OF THE INFORMATION), OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT CHT KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR OTHERWISE IS IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING, OR OTHERWISE. CHT EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN YOU. CHT DOES NOT WARRANT THAT THE SITE OR ANY SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

(b) CHT MAKES NO WARRANTY THAT (i) THE SITE WILL MEET YOUR REQUIREMENTS, (ii) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE EFFECTIVE, ACCURATE OR RELIABLE. YOU WILL BE EXCLUSIVELY RESPONSIBLE AS BETWEEN THE PARTIES FOR, AND CHT MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO, (A) DETERMINING WHETHER THE SITE WILL ACHIEVE THE RESULTS DESIRED BY YOU OR PROMISED BY CHT; (B) ENSURING THE ACCURACY OF ANY OF DATA CONTAINED THEREIN; (C) SELECTING, PROCURING, INSTALLING, OPERATING, AND MAINTAINING THE TECHNICAL INFRASTRUCTURE (OTHER THAN WITH RESPECT TO THE HOSTING SERVICES) FOR YOUR ACCESS TO AND USE OF THE SITE; AND (D) DECISIONS MADE, ACTIONS TAKEN, AND RESULTS EXPERIENCED WITH RESPECT TO USE OF THE SITE.

(c) ALL CONTENT PROVIDED BY OR THROUGH CHT AND ITS AFFILIATES AND THE SITE MUST BE VIEWED AND EVALUATED BY YOU TO ENSURE IT IS SUITABLE FOR YOUR PURPOSE. CHT ENDEAVORS TO KEEP ALL CONTENT COMPLETE AND ACCURATE, BUT CHT DOES NOT WARRANT ALL CONTENT TO BE FREE OF ERRORS OR THE MOST CURRENT VERSION OF APPLICABLE MATERIAL. CONTENT MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS.

(d) DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING NETWORKS, CHT DOES NOT WARRANT THAT THE SITE, OR ANY EQUIPMENT, SYSTEM, OR NETWORK ON WHICH IT IS USED OR ACCESSED, WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK THAT RESULTS IN YOUR INABILITY TO USE THE SITE OR SERVICES OR THE UNAUTHORIZED ACCESS OR DISCLOSURE OR COMPROMISE OF YOUR INFORMATION.

(e) CHT CANNOT AND DOES NOT GUARANTEE OR WARRANT THAT THE SITE OR FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE SITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ANTI-VIRUS PROTECTION AND ACCURACY OF DATA INPUT AND

OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO THE SITE FOR ANY RECONSTRUCTION OF ANY LOST DATA.

(f) CHT DOES NOT WARRANT THE OPERATION OR AVAILABILITY OF THE SITE. HARDWARE OR SOFTWARE ISSUES MAY AT TIMES CAUSE THE SITE TO SLOW DOWN OR FAIL TO FUNCTION PROPERLY. CHT IS NOT LIABLE FOR ANY CONSEQUENCES OF THE SITE NOT BEING FULLY OPERATIONAL OR AVAILABLE AND SHALL BE HELD HARMLESS FROM ANY CLAIMS OR DISPUTES ARISING FROM SUCH INOPERABILITY OR UNAVAILABILITY. YOU ACKNOWLEDGE THAT ANY DAMAGES RESULTING FROM LACK OF OPERABILITY OR AVAILABILITY ARE BORN SOLELY BY YOU

(g) NEITHER CHT NOR ITS LICENSORS SHALL BE LIABLE TO YOU (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM YOUR RIGHTS) UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER CHT WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

(h) THE SITE IS PROVIDED TO YOU FREE OF CHARGE, AND IN NO EVENT SHALL CHT'S OR ITS LICENSORS' AGGREGATE LIABILITY TO YOU (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY OR THROUGH YOU), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE SITE AND SERVICES), IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED \$50. THE PROVISIONS OF THIS PARAGRAPH ARE INDEPENDENT OF, SEVERABLE FROM, AND TO BE ENFORCED INDEPENDENTLY OF ANY OTHER ENFORCEABLE OR UNENFORCEABLE PROVISION OF THIS AGREEMENT.

(i) THE INFORMATION PRESENTED ON OR THROUGH THE SITE IS MADE AVAILABLE SOLELY FOR INFORMATIONAL PURPOSES. WE USE REASONABLE EFFORTS TO UPDATE THE INFORMATION ON THE SITE, AND THE CONTENTS OF THE SITE ARE SUBJECT TO CHANGE WITHOUT NOTICE. CHT DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION (INCLUDING ANY PRODUCT, SERVICE, DESCRIPTION, PHOTOGRAPH, PRICING, VALUATION, ESTIMATION, OR OTHER INFORMATION). ANY RELIANCE PLACED ON SUCH INFORMATION IS STRICTLY AT YOUR OWN RISK. CHT DISCLAIMS ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH INFORMATION BY YOU OR ANY OTHER USER OF THE SITE.

(j) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CHT SHALL NOT BE LIABLE FOR ANY LOSS ARISING OUT OF OR RELATING TO (A) A FAILURE OF YOU TO COMPLY WITH THE OBLIGATIONS SET FORTH IN SECTION 3; (B) YOUR USE OF THE SITE; (C) YOUR RELIANCE ON THE SITE OR YOUR DATA; (D) ANY ASPECT OF THE SITE THAT IS MODIFIED BY ANY PERSON OTHER THAN CHT OR ITS CONTRACTORS; (E) MALFUNCTIONS

OR OTHER EFFECTS OF PROBLEMS, DEFECTS, OR FAILURES OF SOFTWARE OR HARDWARE NOT PROVIDED BY CHT; OR (F) ACTS OR OMISSIONS OF USER OR ANY THIRD PARTY.

(k) Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages, so some of the limitations and disclaimers above may not apply to you. To the extent applicable law does not permit such disclaimer of warranty or limitation of liability, the scope and duration of such warranty and the extent of such liability shall be the minimum permitted under such applicable law.

(l) YOU ACKNOWLEDGE THAT THE DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION PROVISIONS IN THIS AGREEMENT ARE A MATERIAL INDUCEMENT AND CONSIDERATION FOR PROVIDING YOU WITH ACCESS TO THE SITE.

**8. Indemnification.** You shall defend, indemnify, and hold harmless CHT, and its Affiliates, and each of their respective managers, members, officers, employees, officers, directors and agents for all Losses arising from any third party claims, actions or demands, arising out of or relating to (a) any breach of this Agreement by you, (b) violation of the rights of a third party by you, or (c) otherwise in connection with your use of the Site, including without limitation, claims by users, actions or demands alleging or resulting in your breach of the terms of this Agreement, actions involving your Data or other material you provide, and the use of your access credentials. CHT shall provide notice to you promptly of any claim, suit, or proceeding. You shall cooperate as fully as reasonably required in the defense of any claim. CHT reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without CHT's written consent

**9. Term and Termination.** This Agreement is effective upon your acceptance of it in the course of the Registration (the "**Effective Date**"), and it shall continue in effect until terminated in accordance with this section (the "**Term**"). You acknowledge that the Site is provided free of charge, and CHT may terminate this Agreement at any time with or without notice to you by disabling access to the Site. We may, in our sole discretion, modify, suspend, or discontinue at any time, with or without notice, the Site or portions thereof, including but not limited to the Site's features, look and feel, and functional elements and related services. You may terminate this agreement at any time by uninstalling the Site and ceasing use of the Site and our services. Upon termination of this Agreement for any reason or no reason, your access rights will terminate, and you must immediately cease all use of the Site.

**10. Digital Millennium Copyright Act.** CHT respects the intellectual property of others, and we expect our users to do the same. If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials (or access to them) from the Site by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following: (a) your physical or electronic signature; (b) identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works, a representative list of such works; (c) identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material; (d) adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address); (e) a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law; (f) a statement that the information in the written notice is accurate; and (g) a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner. Our designated copyright agent to receive DMCA Notices is: Chambers Health Trust, Attn: DMCA Agent, 1115 N. Causeway Blvd, Suite 100, Mandeville, LA 70471, grant@lachambershealth.com. If you fail to comply with all of the requirements of Section 512(c)(3) of the

DMCA, your DMCA Notice may not be effective. CHT has a policy of terminating access, in appropriate circumstances, of users who are repeat infringers.

#### **11. Other Provisions.**

(a) This Agreement will be binding upon and inure to the benefit of the parties and their successors and assigns. You may not assign this agreement or any of the rights or licenses granted under this Agreement. Any attempted sublicense, transfer, or assignment in violation of this Agreement is void.

(b) Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. No prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties with reference thereto will be of any force or effect.

(c) The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right of such party to require performance of that provision. Any waiver by either party of any breach of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.

(d) If any provision of this Agreement is ruled wholly or partly invalid or unenforceable by a court or other body of competent jurisdiction, then (i) the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected; (ii) the effect of the ruling will be limited to the jurisdiction of the court or other body making the ruling; (iii) the provision held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other body is authorized to reform the provision, to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein; and (iv) if the ruling or the controlling principle of law or equity leading to the ruling subsequently is overruled, modified, or amended by legislative, judicial, or administrative action, then the provision in question as originally set forth in this agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

(e) This Agreement shall be construed and enforced in accordance with the laws of the state of Louisiana without regard to its conflicts of law provisions, and the venue for any dispute shall be exclusively in the federal or state courts having jurisdiction over the Parish of St. Tammany, State of Louisiana. We reserve the right to seek all remedies available at law and in equity for violations of the Agreement, including, without limitation, the right to block access to the Site from a particular account, device and/or IP address.

(f) CHT shall not be liable for any failure to perform its obligations under this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control of it and not due to its own fault or negligence or that of its contractors or representatives or other persons acting on its behalf, and which cannot be overcome by the exercise of due diligence and which could not have been prevented through commercially reasonable measures, including acts of God, acts of terrorists or criminals, acts of domestic or foreign governments, changes in any law or regulation, fires, floods, explosions, epidemics, pandemics, disruptions in communications, power, or other utilities, strikes or other labor problems, riots, or unavailability of supplies.

(g) Except as otherwise expressly provided herein, no modification or amendment to this Agreement will be valid or binding unless in writing and duly executed by the party or parties to be bound thereby including by clicking a button when presented to accept such amendment.



(h) You may contact us via the below information for any complaints or claims with respect to the Site:

In Writing: Chambers Health Trust  
1115 N Causeway Blvd, Suite 100  
Mandeville, LA 70471

By Phone: (985) 313-8532

By Email: [grant@lachambershealth.com](mailto:grant@lachambershealth.com)