

# User Agreement

## Terms of Use

*Updated as of January 24, 2022.*

Please read these terms of use (“Terms”) carefully before using this website (“Website”), portals, our SMS text notification services, and any other services we may provide (collectively, our “Services”). The Services are provided by the Website owner identified on the Website homepage (“we,” “us,” or “our”). By using our Services, you are agreeing to these Terms. Please read them carefully.

These Terms may have changed since you last used our Services. Your use of our Services is subject to your compliance with these Terms. These Terms apply to all visits to our Website and all uses of our Services, including (but not limited to) all associated content, information, recommendations, and/or services provided to you by or through our Services.

By accessing and using our Services, you hereby agree to these Terms in their entirety. You may not use our Services (or any part thereof) if you do not agree to be bound by these Terms.

## Use of Services

The information contained in or provided by our Services is offered solely for your consideration and is subject to your verification. It is not to be taken as a warranty or representation by which we or our affiliates assume legal responsibility, nor do we grant permission to use or practice anything contained therein, nor recommend such use or practice.

Our Services are not intended to be a substitute for professional medical advice from a qualified healthcare provider. Do not use information provided via our Services to diagnose or treat a health condition or disease without consulting a qualified healthcare provider. There is no physician-patient relationship arising solely by virtue of using the Services. In an emergency, call 911, your personal physician, and/or your local emergency assistance number.

## Changes to these Terms

We reserve the right to revise and update these Terms at any time without notifying you. As such, please periodically review these Terms, our Privacy Policy, Acceptable Use Policy, and any other policies that may be posted on this Website, each of which are accessible

via the Website homepage. Continued usage of our Services will be considered acceptance of any changes.

### **Ownership of Services**

Our Services, including all associated information related to our Services, are the property of us and/or our affiliates and licensors. Our Services are protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions, and other intellectual property laws. All rights reserved.

### **Trademarks**

All of our or our affiliates' trademarks, service marks, and trade names ("Trademarks") are trademarks or registered trademarks that belong to us or our affiliates, unless stated otherwise. You may not use or display the Trademarks for any purpose without our prior written consent.

### **Links to Other Websites**

Links to third-party websites by our Services may be provided solely as a convenience. If you use these third-party links, you will leave our Services. We are not responsible for such third-party websites, nor do we control such websites. Use third-party websites entirely at your own risk.

### **Disclaimer**

YOU AGREE TO ASSUME THE RISK OF ACCESSING AND USING OUR SERVICES. OUR SERVICES, INCLUDING ALL CONTENT, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. INFORMATION VIA THE SERVICES IS FOR GENERAL INFORMATION PURPOSES ONLY AND DOES NOT CONSTITUTE ADVICE.

### **Limitation of Liability**

IN NO EVENT WILL ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING OUR SERVICES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES WHATSOEVER ARISING OUT OF THE USE OF OUR SERVICES.

### **User Submissions**

Any information communicated to us through our Services is the exclusive property of us and/or our affiliates. We are entitled to use any information submitted for any purpose, without restriction or compensation to the person sending the submission.

## **Indemnity**

You agree to defend, indemnify, and hold us, our affiliates, and our respective officers, directors, employees, agents, licensors, and affiliates harmless from and against any and all claims, losses, liability, costs, and expenses arising from your use of our Services, violation of these Terms, or violation of any third-party rights.

## **Copyright Violations**

If you believe that your copyrighted work has been copied and is accessible through our Services in a way that constitutes copyright infringement, please notify our designated copyright agent at [CORPORATE@PSNAFFILIATES.COM](mailto:CORPORATE@PSNAFFILIATES.COM).

## **Forward-Looking Statements**

Some statements made available by our Services are not historical facts and are therefore considered forward-looking statements. These forward-looking statements are subject to risks and uncertainties.

## **Third-Party Payments**

We are not responsible for any charges or fees associated with financial transactions on third-party websites. Any payments for services found through our Services are made exclusively through an affiliated third-party website.

## **Privacy**

We are sensitive to the expectation of privacy by those who access and use our Services. For a complete statement of our policies related to online privacy, please read our Privacy Policy, available at our Website homepage.

## **Choice of Law and Venue**

This agreement is entered into and performed in the State of Texas, and you agree this agreement is governed by the laws of the State of Texas.

## **Invalidity and Waiver**

If any provision of these Terms is found to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms.

## **Section Titles**

The section titles of the Terms are for convenience only and will not have any effect on the substantive meaning of these Terms.

## **Entire Agreement**

Except as expressly provided in a particular “legal notice” on our Services, these Terms constitute the entire agreement between us and you with respect to the use of our Services.

## **Additional Terms for Use of Text Message Notifications**

### **Text Message Terms**

We have developed a mobile alert and messaging service that may allow you to receive confirmations or reminders for billing purposes, medical appointments, and other communications.

- **Usage**

As a user of this text message service, you acknowledge that text messages are distributed via third-party mobile network providers. Message and data rates may apply.

- **Opt Out**

To stop receiving text messages, text STOP to a text message you receive. You consent to receive one last message confirming your inactivation.

- **Advice**

The contents of the text messages do not constitute advice and should not be relied upon for making any health-related decision.