BreatheBetter Institute

TERMS OF USE

Last Updated: November 11, 2026

IMPORTANT NOTICE: PLEASE READ SECTIONS 7–10 BELOW, WHICH CONTAIN A MEDICAL DISCLAIMER, A DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY, INDEMNIFICATION, AND ARBITRATION PROVISIONS, INCLUDING A CLASS ACTION WAIVER AND A JURY TRIAL WAIVER. SUCH PROVISIONS MAY AFFECT YOUR LEGAL RIGHTS WITH RESPECT TO ANY AND ALL DISPUTES YOU MAY HAVE INVOLVING BREATHE BETTER OR THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE DO NOT ACCESS OR USE THE SERVICES.

If you are using the Site (as defined below) on behalf of your employer or a third-party by which you are engaged: (i) you agree to these Terms of Use on behalf of yourself individually and the company by which you are employed or engaged and for whose benefit you are using the Site, (ii) you represent and warrant that you have the authority to bind such company to these Terms of Use, and (iii) references below to "you" refer to both you and such company.

Breathe Better Institute of Huntsville LLC and its affiliates ("Breathe Better Institute," "us," "our," or "we") operate the website located at https://www.breathebetterhuntsville.com/ (the "Site"), which provides information about Breathe Better Institute's ear, nose, and throat ("ENT") and allergy care services, allows users to request appointments and complete a sinus and allergy symptom quiz, provides patient resources and contact information, and provides patient portal and online bill payment services (collectively with the Site, the "Services"). These Terms of Use ("Terms") are entered into by and between you and Breathe Better Institute with respect to your use of the Services. By accessing or using the Services, you agree to these Terms. If you do not agree to these Terms, you may not use the Services.

YOU MUST BE AT LEAST 18 YEARS OF AGE TO USE OR ACCESS THE SERVICES. YOU MAY ONLY ACCESS AND USE OUR SERVICES IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS.

1. Use of the Services

The Services include the Site. The Site provides information about Breathe Better Institute's ENT and allergy care services, including in-office sinus procedures and allergy testing and treatment, educational content, location and contact information, and tools for requesting appointments. Where you submit information through the Site, including when you request an appointment, complete the sinus and allergy quiz, submit a contact inquiry, or sign up to receive communications from us, you may be asked to provide certain information, including your name, email address, phone number, the reason for your visit, information about your symptoms, and other relevant details. You are responsible for ensuring that any information you provide is accurate and up to date. If you consent to receive text messages from us, your receipt of such messages is also subject to Section 12 (Terms and Conditions for SMS Communications).

2. Patient Portal and Online Bill Pay

The Site provides links to a patient portal and an online bill payment service that are hosted and operated by a third-party service provider (collectively, the "Patient Portal"). You may register for an account in order to access certain features of the Patient Portal. Your access to and use of the Patient Portal may be subject to additional terms of use of such third-party service provider, in addition to these Terms. You must update your registration and other information as necessary so that your information remains accurate and up-to-date. Breathe Better Institute may use your information to send notices, statements, and other information by email or through your Patient Portal account. You must secure and treat your credentials for your account as strictly confidential and may not share those credentials with any other person or entity. You agree to notify Breathe Better Institute immediately if the confidentiality or security of your credentials has been (or is suspected of being) compromised. You are responsible for all use of the Services that occurs as a result of access to it using your credentials.

We reserve the right to reject or otherwise terminate access to your Patient Portal account at any time, including, without limitation, if you provide any information that is untrue, inaccurate, not current, or incomplete, or that violates applicable law, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

3. The Services and License Grant

3.1. License to the Services.

Subject to the terms and conditions herein, Breathe Better Institute hereby grants to you a limited, non-exclusive, non-sublicensable, and non-transferable license to access and use the Services as set forth in these Terms. You are responsible for ensuring that all persons who access the Services comply with these Terms, and you are responsible for any non-compliance by any of them.

3.2. Restrictions on Use.

You agree not to (directly or indirectly), in connection with your use of the Services:

- sell, rent, lease, sublicense, transfer, modify, create derivative works of, or redistribute the Services or any component thereof;
- use or exploit the Services, or any component thereof except solely as expressly permitted pursuant to these Terms;
- alter or remove any copyright, trademark, or other protective notices;
- reverse-engineer, decompile, or disassemble the Services or any component thereof or otherwise attempt to derive any related source code;
- allow any unauthorized person to access or otherwise use the Services or any component thereof;
- use the Services in a manner that could, directly or indirectly; generate results or engage in activities that may pose financial harm or other safety concerns, including but not limited to, actions that could reasonably be anticipated to result in financial loss, damage to property, or

bodily harm, or compromise the security and integrity of any confidential or legally protected data or computer systems;

- access or use the Services contrary to these Terms;
- use or access the Services (i) from a jurisdiction where such use or access is not authorized, (ii) for any illegal purpose, or (iii) in violation of any local, state, national, or international law;
- conduct activities that may be harmful to others that could damage Breathe Better Institute's reputation;
- use scrapers, robots, or other data gathering devices not provided by Breathe Better Institute on or through the Services;
- interfere with security-related features of the Services, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering, decompiling, or otherwise attempting to discover the source code of any portion of the Services, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction;
- interfere with the operation of the Services or any user's use of the Services, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Services; (iii) attempting to collect personal information or other information about another user or third party without their consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Services, or violating any regulation, policy, or procedure of any such network, equipment, or server;
- perform any fraudulent activity, including impersonating any person or entity; or
- attempt to do any of the acts described in this section, or assist or permit any person in engaging in any of the acts described in this section.

3.3. Reservation of Rights.

Nothing in these Terms shall be construed as granting you any rights other than those expressly provided herein, and there are no implied rights pursuant to these Terms based on any course of conduct or other construction or interpretation thereof. All rights and licenses not expressly granted herein are expressly reserved by Breathe Better Institute.

4. Grant of Rights to Breathe Better Institute

4.1. Feedback

You hereby grant to Breathe Better Institute and its affiliates, and their respective successors and assigns, a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, sublicensable, and transferable license without restriction to copy, use, display, publish, reproduce, modify, license, and otherwise exploit for any legitimate business purpose any and all rights as you have in any feedback, suggestions, recommendations, or techniques you submit relating to the Services. For the avoidance of

doubt, you are under no obligation to submit any such feedback, suggestions, recommendations, or techniques.

5. Ownership

5.1. Breathe Better Institute Ownership.

Other than those rights expressly granted to you under these Terms, Breathe Better Institute, its subcontractors, its service providers, and its licensors (as the case may be), retain all right, title, and interest in and to: (i) the Services and its components (including the visual interfaces, graphics, other content, design, compilation, computer code (including source code or object code), products, software, and information services), and all intellectual property rights embodied therein; and (ii) any modifications, enhancements, updates, and other improvements to the Services.

5.2. Trademarks.

The trademarks, logos, and service marks displayed on the Services ("Marks") are the property of Breathe Better Institute or other third parties. You are not permitted to use any Marks without the prior written consent of Breathe Better Institute or the third party that owns such Mark. "Breathe Better" is a trademark of Breathe Better Institute in applicable jurisdictions. Other brands and product names are trademarks of their respective owners.

5.3. Claims of Copyright Infringement.

In accordance with the Digital Millennium Copyright Act, if you believe that any material on the Services infringes upon your copyrighted work, please submit the following information to our designated copyright agent: (i) a physical or electronic signature of the person authorized to act on behalf of the copyright owner; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of the location on the Services of the material that you claim is infringing; (iv) your contact information, including your address, telephone number, and email address; (v) a statement that you have a good-faith belief that the use of the allegedly infringing material is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Breathe Better Institute's designated copyright agent may be contacted at: Attention: Legal Counsel, Breathe Better Institute of Huntsville LLC, 3810 Governors Drive SW, Suite 200, Huntsville, Alabama 35805, contact@icanbreathebetter.com. This contact information is only for reporting copyright infringement.

6. Other Terms

6.1. No Reproduction or Publication.

Images, text, or other information posted or found on the Services are solely for use in connection with the Services in accordance with these Terms and may not be used, reproduced, or published for any other purpose, commercial or otherwise, without the express written permission of Breathe Better Institute and the owner of the images, text, or other information.

6.2. Provision of the Services.

You understand and agree that the Services are provided "as-is." Breathe Better Institute assumes no responsibility for the availability or functionality of the Services, or for the timeliness, deletion, mis-delivery or failure to store any content or personalization settings. Note that collection and use of personal information in connection with the Services is described in our Privacy Policy, available here. Protected health information that you provide to us in connection with your care is handled in accordance with our Notice of Privacy Practices, available here.

7. Disclaimers; No Warranties

The content available on or through the Services, including information about symptoms, conditions, procedures, treatment options, clinical studies, insurance coverage, and costs, and the results of the sinus and allergy quiz, is provided for general informational purposes only and is not intended to be, and should not be used as, a substitute for professional medical advice, diagnosis, or treatment. Your use of the Services, including requesting an appointment or completing the sinus and allergy quiz, does not by itself create a physician-patient or other healthcare provider-patient relationship between you and Breathe Better Institute or any of its providers. Always seek the advice of your physician or other qualified healthcare provider with any questions you may have regarding a medical condition, and never disregard professional medical advice or delay in seeking it because of something you have read on or through the Services. Individual results vary, and not every patient is a candidate for every procedure.

IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL 911 OR GO TO THE NEAREST EMERGENCY ROOM IMMEDIATELY. DO NOT USE THE SERVICES, INCLUDING THE APPOINTMENT REQUEST TOOLS OR THE PATIENT PORTAL, TO COMMUNICATE AN EMERGENCY OR URGENT MEDICAL NEED.

Breathe Better Institute does not warrant or represent that the information available on or through the Services will be correct, accurate, timely, or otherwise reliable. Breathe Better Institute may make improvements and/or changes to its features, functionality, or content at any time.

THE SERVICES AND ALL MATERIALS, PRODUCTS, AND CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO THE SERVICES AND ALL MATERIALS, PRODUCTS, AND CONTENT AVAILABLE THROUGH THE SERVICES, INCLUDING WITHOUT LIMITATION: (I) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (II) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. BREATHE BETTER INSTITUTE DOES NOT WARRANT THAT THE SERVICES OR ANY PORTION OF THE SERVICES, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICES, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS OR THAT DEFECTS WILL BE CORRECTED.

THE ABOVE PARAGRAPH APPLIES TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES PROVIDED OR IMPLIED BY LAW OR A DISCLAIMER OF OTHER WARRANTIES, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

8. Limitation of Liability

IN NO EVENT WILL BREATHE BETTER INSTITUTE AND ANY OF ITS AFFILIATES AND THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, AND SERVICE PROVIDERS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, GOODWILL, REPUTATION, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICES OR ANY MATERIALS, OR ANY DELAY IN THE RECOVERY OF ANY DATA, INABILITY TO RECOVER ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE (OR ANY OTHER PERSON OR ENTITY AGAINST WHICH LIABILITY IS ASSERTED) HAVE BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. NOTHING IN THESE TERMS LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY LAW.

IN NO EVENT SHALL BREATHE BETTER INSTITUTE BE LIABLE, UNDER ANY LEGAL THEORY (CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, OR OTHERWISE) UNDER THESE TERMS OR OTHERWISE FOR ANY DAMAGES IN EXCESS OF ONE HUNDRED DOLLARS ($100). SUCH LIMITATION SHALL EXTEND TO ALL LIABILITY OR POTENTIAL LIABILITY, INCLUDING FOR PERSONAL INJURY OR WRONGFUL DEATH.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. Indemnification

To the fullest extent permitted by applicable law, you will defend and indemnify Breathe Better Institute and its affiliates and their respective members, managers, officers, directors, employees, agents, representatives, licensors, and service providers from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of: (i) your access to or use of the Services; (ii) your violation of these Terms or any applicable law; (iii) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right in connection with your use of the Services; (iv) any dispute or issue between you and any third party concerning the Services; and (v) all claims pertaining to the Services or your use of the Services that arise from or allege negligence, fraud, or intentional misconduct committed by you. Without limiting the foregoing, we reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

10. Binding Arbitration; Class Action Waiver, Jury Waiver; Dispute Resolution

IMPORTANT NOTICE - ARBITRATION, CLASS ACTION WAIVER, AND JURY WAIVER.

THIS SECTION TITLED "BINDING ARBITRATION; CLASS ACTION WAIVER; JURY WAIVER; DISPUTE RESOLUTION" SETS FORTH THE TERMS OF AN ARBITRATION AGREEMENT BETWEEN YOU AND BREATHE BETTER INSTITUTE. PLEASE READ THE FOLLOWING ARBITRATION AGREEMENT IN THIS SECTION CAREFULLY. TO THE FULLEST EXTENT PERMITTED BY LAW, THIS SECTION REQUIRES YOU TO RESOLVE MOST DISPUTES WITH BREATHE BETTER INSTITUTE THROUGH BINDING, INDIVIDUAL ARBITRATION, AND WAIVES YOUR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION.

10.1. Arbitration Agreement; Governing Law; Venue

Except for Section 10.5, any Dispute (any dispute, claim, or controversy arising out of or relating to the Services or these Terms) shall be resolved by final and binding arbitration as described by this Section 10. These Terms and your use of the Services are governed by, construed and enforced in accordance with the internal substantive laws of the State of Alabama, United States, regardless of the State's conflict of laws provisions. However, any question as to whether a Dispute is subject to the mandatory dispute resolution provisions of this Section 10 is to be decided by applying the provisions of the Federal Arbitration Act, Title 9 of the U.S. Code ("FAA"). For any Dispute allowed to proceed in court, or to enforce these Terms, the Parties agree to exclusive personal jurisdiction and venue in (i) the State courts of Alabama located in Madison County, Alabama or (ii) the United States District Court for the Northern District of Alabama.

10.2. Informal Dispute Resolution and Claim Certification (Mandatory)

Before either party initiates arbitration, the party seeking relief must send a written Pre-Dispute Notice that includes: (i) the claimant's name, mailing address, and email associated with the account (if any); (ii) a detailed description of the facts and the specific relief requested; and (iii) a personally signed declaration by the claimant (and by counsel, if represented) attesting under penalty of perjury that the information is accurate and made in good faith. Notice to Breathe Better Institute: Breathe Better Institute of Huntsville LLC, Attention: Legal Counsel, 3810 Governors Drive SW, Suite 200, Huntsville, Alabama 35805. The parties will work in good faith to resolve the Dispute for sixty (60) days after a complete Notice is received. Arbitration may not be initiated until this informal process concludes.

During the sixty (60)-day good faith negotiation period, we will meet via telephone or videoconference, in a good-faith effort to confer with each other and try to informally resolve the Dispute. If you are represented by counsel, your counsel may participate in the conference as well, but you agree to fully participate in the conference personally. Likewise, if we are represented by counsel, our counsel may participate in the conference as well, but we agree to have a company representative fully participate in the conference. Any statute of limitation relevant to a Dispute under applicable law shall be tolled from the date of receipt of a completed Notice, through and including the foregoing negotiation period, and continuing until final resolution of any arbitration proceeding, unless the party providing the Notice withdraws or abandons the Dispute at any point, or the arbitration proceeding is withdrawn or dismissed. Failure to complete the requirements of the sixty (60)-day good faith negotiation period is grounds for dismissal of any arbitration proceeding.

Any Dispute that the parties cannot resolve through the sixty (60)-day good faith negotiation period must be brought on an individual basis and will be resolved exclusively by final and binding arbitration ("Arbitration") before an arbitrator mutually selected by the Parties (the "Arbitrator"). You may initiate an Arbitration by sending a demand that includes all of the information required in the Notice to: Breathe

Better Institute of Huntsville LLC, Attention: Legal Counsel, 3810 Governors Drive SW, Suite 200, Huntsville, Alabama 35805.

The parties will meet and confer in good faith to select an Arbitrator and applicable fee schedule subject to Section 10.3 herein. The Arbitrator must have experience with the subject matter of the Dispute. For purposes of this Section, good-faith meet-and-confer efforts require that each party propose at least three (3) arbitrators who meet the qualifications described in these Terms. If, after sixty (60) days of good faith meet and confer efforts, the Parties are unable to agree on an arbitrator, either Party may petition the state or federal courts in the county and state where you reside, to appoint an arbitrator meeting the requirements herein from the arbitrators proposed by the parties.

10.3. Costs and Fees.

You shall not be required to pay a filing fee greater than the then-current fee to file a civil complaint in federal court in Alabama. Except as otherwise provided by law or this Section 10, each party bears its own attorneys' fees and costs. If the Arbitrator finds that the costs and fees of an Arbitration you initiate will be prohibitive for you as compared to the costs of litigation, we will pay as much of your filing, arbitrator, and hearing fees in the Arbitration as the Arbitrator deems necessary to prevent the Arbitration from being cost prohibitive, regardless of the outcome of the Arbitration. However, if the Arbitrator finds that your Dispute was frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), you shall reimburse us for any fees and costs that were advanced by us on your behalf. You may hire an attorney to represent you in Arbitration. You may only recover your attorneys' fees and costs in the Arbitration if (i) the Arbitration is decided in your favor and to the extent that you could have recovered those fees in court in accordance with the law or statute(s) that apply to the case or (ii) the Arbitrator finds that any Dispute we bring against you was frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). Notwithstanding anything in this Arbitration Provision to the contrary, we will pay all fees and costs that we are required by law to pay.

10.4. Arbitration Procedures

Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act. Arbitrations shall be administered pursuant to the most recent version of the American Arbitration Association ("AAA") Consumer Arbitration Rules and Mass Arbitration Supplementary Rules (the "AAA Rules"), with the exclusion of any associated fee schedules and as modified by the version of this arbitration provision that is in effect when you notify us about your Dispute, unless the parties mutually agree to use an arbitration provider other than the AAA. The selection of the AAA Rules is meant to govern procedural issues only, and such selection does not mean that AAA will administer the Arbitration or appoint the Arbitrator. You can obtain the AAA Rules from the AAA by visiting its website (www.adr.org). If there is a conflict between this arbitration provision and the rest of these Terms, this arbitration provision shall govern. If there is a conflict between this arbitration provision and the AAA Rules, this arbitration provision shall govern. A single Arbitrator will resolve the Dispute. Unless you and we agree otherwise, any Arbitration hearing will take place at a location convenient to you in the county where you reside when you notify us of your Dispute. The parties may mutually agree that the Arbitration be conducted via electronic or telephonic means, including via the submission of documents only through a desk Arbitration as described in the AAA Rules. The Arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect other confidential or proprietary information. The Arbitrator shall issue a reasoned written decision that explains the Arbitrator's essential findings and conclusions.

The Arbitrator's award may be entered in any court having jurisdiction over the parties only if necessary for purposes of enforcing the Arbitrator's award. An Arbitrator's award that has been fully satisfied shall not be entered in any court.

10.5. Exceptions (Small-Claims; IP/Injunctive Relief)

Either party may (i) bring an individual claim in small-claims court if the claim qualifies; and/or (ii) seek temporary or preliminary injunctive relief in a court of competent jurisdiction to preserve the status quo or prevent irreparable harm pending arbitration (e.g., protection of intellectual property, confidentiality, or data security rights). Any such limited court action is not a waiver of arbitration.

10.6. Class Action Waiver

WHETHER ANY DISPUTE IS RESOLVED IN COURT OR IN ARBITRATION, YOU AND BREATHE BETTER INSTITUTE AGREE THAT ALL CLAIMS AND DISPUTES BROUGHT BY EITHER PARTY AGAINST THE OTHER WILL BE BROUGHT ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING. If the class/representative waiver in this section is found unenforceable as to a particular claim or request for relief, then that claim or request must proceed in court and not in arbitration.

10.7. Waiver of Jury Trial

WHETHER ANY DISPUTE IS RESOLVED IN COURT OR IN ARBITRATION, YOU AND BREATHE BETTER INSTITUTE EACH WAIVE ANY RIGHT TO A TRIAL BY JURY IN RELATION TO THE DISPUTE.

10.8. Survival; Severability; Interpretation

This Section 10 survives termination. If any portion is found unenforceable, that portion is severed and the remainder remains in full force and effect, except that if the class/representative waiver in Section 10.6 is held unenforceable as to a claim, that claim (and only that claim) proceeds in court and not arbitration.

10.9. Modification

WE MAY UPDATE THIS SECTION ON A GOING-FORWARD BASIS. IF BREATHE BETTER INSTITUTE MAKES A MATERIAL CHANGE TO THIS SECTION, YOU MAY REJECT THAT CHANGE BY NOTIFYING US IN WRITING WITHIN THIRTY (30) DAYS OF THE "LAST UPDATED" DATE OF THESE TERMS BY WRITING BREATHE BETTER INSTITUTE AT THE FOLLOWING ADDRESS: BREATHE BETTER INSTITUTE OF HUNTSVILLE LLC, ATTENTION: LEGAL COUNSEL, 3810 GOVERNORS DRIVE SW, SUITE 200, HUNTSVILLE, ALABAMA 35805; your account (if any) may be closed, and the version of this Section 10 in effect immediately prior to the change will govern any Dispute that arose before you rejected the change.

11. Governing Law and Jurisdiction

Subject to Section 10, all disputes in connection with the Services shall be governed by, and construed in accordance with, the laws of the State of Alabama, consistent with the Federal Arbitration Act, without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth above shall take place in the State of Alabama in the State courts located in

Madison County, Alabama or the United States District Court for the Northern District of Alabama and you consent to the exclusive jurisdiction of such courts.

12. Terms and Conditions for SMS Communications

By providing your mobile phone number and consent to receive SMS communications from Breathe Better Institute, you agree to the following terms and conditions. These terms outline how we use your phone number, the types of communications you can expect, and how to manage your preferences.

12.1. No Sharing

Your mobile phone number and consent will not be shared with third parties or affiliates for marketing purposes. SMS messages will be used solely for communication related to services you have requested.

12.2. Types of SMS Communications

Once you provide consent, you may receive SMS messages including:

- Customers and Guests: Updates on appointments, service-related inquiries, or relevant information regarding your interactions with us.
- Job Applicants: Notifications about the status of your application or related updates.
- Reminders: Alerts regarding scheduled appointments or follow-ups.

We do not send promotional or marketing messages unless explicitly requested by you

12.3. Standard Messaging Disclosures

To opt-out of receiving SMS messages, reply with the word "STOP" or words of similar meaning to any message you receive. You will no longer receive SMS communications unless you provide consent again.

- Message Frequency: The number of messages you receive may vary depending on your requests or activity but will typically range between 0-2 messages per day.
- Message and Data Rates: Standard message and data rates may apply based on your mobile carrier and plan.

12.4. Examples of SMS Messages You May Receive

Below are examples of the types of SMS messages you may receive:

- Appointment Reminder: "Your appointment with Breathe Better Institute is scheduled for [Date/Time]. Reply STOP to opt-out, message frequency may vary, text HELP for assistance. Message and data rates may apply."
- Service Update: "Thank you for scheduling your appointment. Reply STOP to opt-out, message frequency may vary, text HELP for assistance. Message and data rates may apply."
- Job Application Update: "Your application status has been updated. Visit [URL] for details. Reply STOP to opt-out, text HELP for assistance. Message and data rates may apply."

12.5. Managing Your Preferences

You can manage your preferences as follows:

- Opt-Out: To stop receiving SMS communications at any time, reply "STOP" to words of similar meaning to any message. You will receive a confirmation of your opt-out request, and no further messages will be sent unless you provide consent again.
- Re-Subscribe: If you wish to receive SMS messages again, please contact us to update your preferences.

13. General

13.1. Entire Agreement

These Terms constitute the entire agreement between the parties with respect to your use of the Services and are binding upon the parties and their successors, and supersede all other previous agreements. It is expressly understood that the provisions herein shall act as a bar to any party hereunder seeking recovery for alleged representations and/or omissions not specifically expressed herein, this representation being a material inducement for all parties to enter into these Terms.

13.2. Monitoring; Analytics

You understand that Breathe Better Institute may collect and use information with respect to your use of the Services, to confirm your compliance with these Terms and for Breathe Better Institute's other legitimate purposes, such as operating and improving the Services. Breathe Better Institute shall be entitled to collect, generate, compile, analyze, and otherwise use data and metadata generated by your use of the Services for Breathe Better Institute's internal purposes or otherwise as permitted by applicable law, including to secure and improve the Services. Collection and use of personal information in connection with the Services, including through cookies and similar technologies, is described in our Privacy Policy and Cookie Policy.

13.3. Force Majeure

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations, other than payment obligations, due to any cause which is beyond its reasonable control and not avoidable through the exercise of reasonable diligence, including, by way of example, but only to the extent beyond the reasonable control of a party and not avoidable through the exercise of reasonable diligence: strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, terrorism, war, governmental action, earthquakes, pandemics and other public health emergencies.

13.4. Severability; Waiver; Headings

Any provision of these Terms determined to be unenforceable or invalid by applicable law or court decision shall not render these Terms unenforceable or invalid as a whole and, in such event, such provision shall be changed and interpreted so as to best accomplish its objectives within the limits of applicable law or court decision. A party's failure to require the other party's performance of any obligation herein shall not affect the full right to require such performance at any time thereafter. A party's waiver of the other party's breach of any obligation under these Terms shall not be taken or held to be a waiver of the obligation itself or of any past or subsequent breaches of the same obligation. Headings used in these Terms are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect these Terms.

13.5. Modification of these Terms

We reserve the right to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies any rights or obligations, we will endeavor to post notice of the modification on the Services for a reasonable period of time. Any disputes concerning or related to the Services will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

13.6. Termination of Access and Use; Discontinuation of the Services

If you violate any provision of these Terms, your permission from us to use the Services automatically terminates. We also reserve the right to modify or discontinue the Services at any time (including by limiting or discontinuing certain features of the Services), temporarily or permanently, with or without notice. Upon the termination of your right to use the Services, Breathe Better Institute may at its option delete any content you submitted to the Services.

13.7. Contact

You may contact us by emailing us at contact@icanbreathebetter.com, by calling us at 256-333-6673, or by writing to us at:

Breathe Better Institute of Huntsville LLC, 3810 Governors Drive SW, Suite 200, Huntsville, Alabama 35805