

Last Revised: 9/15/2025

Terms of Service

These Terms of Service ("**Terms**") apply to your access to and use of our website at www.laptis.io, www.provider.laptis.io, and/or www.treatment.laptis.io (individually or collectively, the "**Site(s)**"), including all products and services provided by Laptis, Inc. ("**Laptis**") or "**we**" or "**us**") through the Site(s) (collectively, the "**Services**"). "**You**" or "**your**" means any individual or entity who accesses or uses the Services, including any and all Providers and Patients (each as defined below). If you use our Services on behalf of another person or entity, (a) all references to "**you**" throughout these Terms will include that person or entity, (b) you represent that you are authorized to accept these Terms on that person's or entity's behalf, and (c) in the event you or the person or entity violates these Terms, the person or entity agrees to be responsible to us.

PLEASE READ THESE TERMS CAREFULLY, INCLUDING THE MANDATORY ARBITRATION PROVISION IN SECTION 14, WHICH REQUIRES THAT DISPUTES BE RESOLVED BY FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS, NOT A CLASS-WIDE OR CONSOLIDATED BASIS. IF YOU DO NOT WISH TO BE SUBJECT TO ARBITRATION, YOU MAY OPT OUT OF THE ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS PROVIDED IN SECTION 14.

By accessing or using our Services, you agree to be bound by these Terms and all terms incorporated by reference. If you do not agree to these Terms in their entirety, do not use our Services.

We may make changes to these Terms from time to time. If we make changes, we will provide you with notice of such changes, such as by sending an email, providing a notice through our Services or updating the date at the top of these Terms. Unless we say otherwise in our notice, the amended Terms will be effective immediately, and your continued use of our Services after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Services.

If you have any questions about these Terms or our Services, please contact us at andrew@laptis.io.

1. Privacy

For information about how we collect, use, share or otherwise process information about you, including Provider Data or Patient Data (each as defined below), please see our Privacy Policy available at www.laptis.io.

2. Services – No Medical Care or Advice by Laptis

"**Provider**" means a hospital, clinic, treatment center or any individual professional (including physicians, nurses, counselors or support staff) involved in the care, treatment or support of patients with medical, behavioral health, mental health, substance use or other health or wellness related conditions (each, a "**Patient**"). Each Provider is independent of Laptis and may use the Site to be referred to Patients. Any information or advice received from a Provider comes from the Provider alone, and not from Laptis. Interactions between a Provider and a Patient via the Site are for initial referral purposes only and are not intended to take the place of a Patient's relationship with their regular health care practitioners or primary care physicians. Neither Laptis, nor any of its subsidiaries or affiliates, or any third party who may promote

the Site or provide a link to the Site, shall be liable for any professional advice obtained from a Provider in connection with the Site, nor any information obtained on the Site.

Laptis does not recommend or endorse any specific Provider, tests, physicians, medications, products, or procedures. Reliance on any Provider, or on any information delivered by a Provider in connection with the Provider's use of the Site, is at the sole risk of the Patient, who assumes full responsibility for all risks associated with such reliance. Laptis makes no representations or warranties about the training or skill of any Provider who communicates with a Patient via the Site. Providers are made available to Patients based solely on the information submitted to the Site, and Patients are ultimately responsible for choosing their Provider. The medical services, treatment, and care received by Patients may vary depending on the Provider. Patients should contact their Provider directly with any questions regarding care or medical treatment.

The information available on the Site, including text, 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 Laptis. Patients should always seek the advice of qualified health care professionals with any questions or concerns regarding individual needs and medical conditions. All information provided by Laptis, or in connection with any communications supported by Laptis, is intended for general information purposes only and is in no way intended to create a provider-patient relationship as defined by state or federal law. While Laptis facilitates communications between Providers and Patients, Laptis does not itself provide any medical services. Any provider-patient relationship is exclusively between the Patient and the selected Provider.

Not for Emergencies

IF YOU ARE A PATIENT EXPERIENCING A MEDICAL EMERGENCY YOU SHOULD DIAL "911" IMMEDIATELY. Our 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.

AI Assisted Information

Our Services may incorporate summaries, assessments or other information generated in whole or in part by artificial intelligence technologies ("**AI Assisted Information**"). Laptis makes no representation or warranty, express or implied, as to the accuracy, completeness, reliability or applicability of any AI Assisted Information, and expressly disclaims any and all liability arising from its use. You acknowledge and agree that (a) AI Assisted Information is provided solely to facilitate any referrals or other communications on the Site between Providers and Patients and (b) AI Assisted Information is not a substitute for personalized patient assessment, diagnosis or treatment by a qualified healthcare professional, including any Provider.

If you are a Provider, you further acknowledge and agree that (c) AI Assisted Information is not intended to be relied upon as a basis for clinical judgment or decision-making and (d) you, as the Provider, remain solely responsible for exercising independent professional judgment in evaluating and treating Patients and for complying with all applicable laws and regulations in connection therewith.

3. Eligibility

If you are a patient, you must be at least 12 years of age to use our Services. If you are under 18 years of age (or the age of legal majority where you live), you may use our Services only under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a user under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of such user in relation to our Services.

Laptis operates subject to state and federal regulations, and our Services may not be available in your state. You represent that you are not a person barred from enrolling for or receiving our Services under the laws of the United States or other applicable jurisdictions in which you may be located. Access to and use of our Services is limited exclusively to users located in States within the United States where our Services are available. Our Services are not available to, and should not be accessed from, users located outside the United States.

4. User Accounts and Account Security

You may need to register for an account to access some or all of our Services. If you register for an account, you must provide accurate account information and promptly update this information if it changes. You also must maintain the security of your account and promptly notify us if you discover or suspect that someone has accessed your account without your permission. If you permit others to use your account credentials, you are responsible for the activities of such users that occur in connection with your account. We reserve the right to reclaim usernames, including on behalf of businesses or individuals that hold legal claim, including trademark rights, in those usernames.

5. User Data

Definition and Ownership

Our Services may allow Providers to submit, upload, post or transmit certain data, information or materials in connection with their use of the Services (collectively, “**Provider Data**”). Our Services may allow Patients to submit, upload, post or transmit certain personal information, including health information, medical history, conditions, problems, symptoms, consents, comments, suggestions, files, videos, images or other materials (collectively, “**Patient Data**” and together with Provider Data, “**User Data**”). Except for the licenses granted below, each Provider and each Patient retains all rights in their Provider Data and Patient Data, respectively, as between such Provider or Patient and us.

License

If you are a Provider or Patient, you hereby grant to grant us and our subsidiaries and affiliates a perpetual, irrevocable, nonexclusive, royalty-free, worldwide, fully paid, and sublicensable license to use, reproduce, modify, adapt, translate, create derivative works from, distribute and otherwise exploit Provider Data or Patient Data, as applicable, including to (a) use, share or otherwise process such Provider Data or Patient Data in accordance with our Privacy Policy, (b) provide the Services, (c) create de-identified or anonymized data sets that do not directly or indirectly identify you or any individual (“**Aggregate Data**”), (d) develop and improve our technologies and offerings, and (e) offer and provide to third parties our technologies and offerings. As between the parties, we solely own all right, title and interest in and to any Aggregate Data and any data, information and material created by us with such Aggregate Data. Aggregate Data may

be made publicly available and may be used for any legal purpose, so long as the Aggregate Data does not directly or indirectly identify you.

Your Obligations

You may not create, post, store or share any User Data that violates these Terms or for which you do not have all the rights necessary to grant us the license described above. You represent and warrant that your User Data, and our use of User Data as permitted by these Terms, will not violate any rights of or cause injury to any person or entity.

Waiver of Responsibility and Liability

We take no responsibility and assume no liability for any User Data posted, stored, uploaded, accessed or downloaded by you or any third party, or for any loss or damage thereto, incomplete or inaccurate User Data, or for any user conduct, nor are we liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Enforcement of the User Data or conduct rules set forth in these Terms is solely at our discretion, and failure to enforce such rules in some instances does not constitute a waiver of our right to enforce such rules in other instances. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that our Services will not contain any content that is prohibited by such rules. As a provider of interactive services, we are not liable for any statements, representations or User Data provided by our users in any public forum or other area. Although we have no obligation to screen, edit or monitor any User Data, we reserve the right, and have absolute discretion, to remove, screen or edit any User Data posted or stored on our Services at any time and for any reason without notice.

6. Prohibited Conduct and Content

You will not violate any applicable law, contract, intellectual property right or other third-party right or commit a tort, and you are solely responsible for your conduct while using our Services. In addition, you will not:

- Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- Use or attempt to use another user's account without authorization from that user and us;
- Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Sell, resell or commercially use our Services;
- Copy, reproduce, distribute, publicly perform or publicly display all or portions of our Services, except as expressly permitted by us or our licensors;
- Modify our Services, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon our Services;
- Use our Services other than for their intended purpose and in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services or that could damage, disable, overburden or impair the functioning of our Services in any manner;

- Reverse engineer any aspect of our Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services;
- Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our Services that you are not authorized to access;
- Use any data mining, robots or similar data gathering or extraction methods designed to scrape or extract data from our Services;
- Develop or use any applications that interact with our Services without our prior written consent;
- Send, distribute or post spam, unsolicited or bulk commercial electronic communications, chain letters, or pyramid schemes;
- Bypass or ignore instructions contained in our robots.txt file; or
- Use our Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

You may also post or otherwise share only User Data that is nonconfidential and that you have all necessary rights to disclose. You may not create, post, store or share any User Data that:

- Is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent;
- Would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;
- May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;
- Impersonates, or misrepresents your affiliation with, any person or entity;
- Contains any unsolicited promotions, political campaigning, advertising or solicitations;
- Contains any private or personal information of a third party without such third party's consent;
- Contains any viruses, corrupted data or other harmful, disruptive or destructive files or content;
or
- In our sole judgment, is objectionable, restricts or inhibits any other person from using or enjoying our Services, or may expose us or others to any harm or liability of any type.

Enforcement of this Section 6 is solely at our discretion, and failure to enforce this section in some instances does not constitute a waiver of our right to enforce it in other instances. In addition, this Section 6 does not create any private right of action on the part of any third party or any reasonable

expectation that the Services will not contain any content that is prohibited by such rules.

7. Ownership; Limited License

Our Services, including the text, graphics, images, photographs, videos, illustrations and other content contained therein, are owned by us or our licensors and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, all rights in and to our Services are reserved by us or our licensors. Subject to your compliance with these Terms, you are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Services for your own personal, noncommercial use. Any use of our Services other than as specifically authorized in these Terms, without our prior written permission, is strictly prohibited, will terminate this license and violate our intellectual property rights.

8. Trademarks

Laptis, Inc. and our logos, our product or service names, our slogans and the look and feel of our Services are our trademarks and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned on our Services are the property of their respective owners. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

9. Feedback

You may voluntarily post, submit or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials or other information about us or our Services (collectively, **“Feedback”**). You understand that we may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including, without limitation, to develop, copy, publish, or improve the Feedback in our sole discretion. In addition, you waive any so-called “moral rights” or rights of privacy or publicity in the Feedback. You understand that we may treat Feedback as nonconfidential.

10. Third-Party Content

We may provide information about third-party products, services, activities or events, or we may allow third parties to make their content and information available on or through our Services (collectively, **“Third-Party Content”**). We provide Third-Party Content as a service to those interested in such content. Your dealings or correspondence with third parties and your use of or interaction with any Third-Party Content are solely between you and the third party. We do not control or endorse, and makes no representations or warranties regarding, any Third-Party Content, and your access to and use of such Third-Party Content is at your own risk.

11. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless us and our subsidiaries and affiliates, and each of our respective officers, directors, agents, partners and employees (individually and collectively, the **“Laptis Parties”**) from and against any losses, liabilities, claims, demands, damages, expenses or costs (**“Claims”**) arising out of or related to (a) your access to or use of our Services; (b) your User Data or Feedback; (c) your violation of these Terms; (d) your violation,

misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (e) your conduct in connection with our Services. You agree to cooperate with Laptis Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that the Laptis Parties will have control of the defense or settlement, at our sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and us or the other Laptis Parties.

12. Disclaimers

Your use of our Services is at your sole risk. Except as otherwise provided in a writing by us, our Services and any content therein are provided "as is" and "as available" without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, we do not represent or warrant that our Services are accurate, complete, reliable, current or error-free. While we attempt to make your use of our Services and any content therein safe, we cannot and do not represent or warrant that our Services or servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of our Services.

13. Limitation of Liability

To the fullest extent permitted by applicable law, we and the other Laptis Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive or special damages or lost profits, even if we or the other Laptis Parties have been advised of the possibility of such damages.

The total liability of us and the other Laptis Parties for any claim arising out of or relating to these Terms or our Services, regardless of the form of the action, is limited to the amount paid by you to use our Services.

The limitations set forth in this Section 13 will not limit or exclude liability for the gross negligence, fraud or intentional misconduct of us or the other Laptis Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

14. Dispute Resolution; Binding Arbitration

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with us and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. No class or representative actions or arbitrations are allowed under this arbitration agreement. In addition, arbitration precludes you from suing in court or having a jury trial.

No Representative Actions. You and Laptis agree that any dispute arising out of or related to these Terms or our Services is personal to you and Laptis and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

Arbitration of Disputes. Except for small claims disputes in which you or Laptis seeks to bring an individual action in small claims court located in the county of your billing address or disputes in which you or Laptis seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, **you and Laptis waive your rights to a jury trial and to have any dispute arising out of or related to these Terms or our Services resolved in court.** Instead, for any dispute or claim that you have against us or relating in any way to our Services, you agree to first contact us and attempt to resolve the claim informally by sending a written notice of your claim ("**Notice**") to us by email at andrew@laptis.io or by certified mail addressed to 26 JFK St, Unit 2, Cambridge, MA 02138. The Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. Our notice to you will be similar in form to that described above. If you and Laptis cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by JAMS or, under the limited circumstances set forth above, in court. All disputes submitted to JAMS will be resolved through confidential, binding arbitration before one arbitrator. Arbitration proceedings will be held in Suffolk County, Massachusetts or may be conducted telephonically or via video conference for disputes alleging damages less than \$100, in accordance with the JAMS Streamlined Arbitration Rules and Procedures ("**JAMS Rules**"). The most recent version of the JAMS Rules are available on the [JAMS website](#) and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and waive any claim that the JAMS Rules are unfair or should not apply for any reason.

You and Laptis agree that these Terms affect interstate commerce and that the enforceability of this Section 14 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (the "**FAA**"), to the maximum extent permitted by applicable law. As limited by the FAA, these Terms and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator may conduct only an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

The arbitrator, Laptis, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

You and Laptis agree that for any arbitration you initiate, you will pay the filing fee and we will pay the remaining JAMS fees and costs. For any arbitration initiated by Laptis, we will pay all JAMS fees and costs. You and Laptis agree that the state or federal courts of the State of Massachusetts and the United States sitting in Suffolk County, Massachusetts have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

Any claim arising out of or related to these Terms or our Services must be filed within one year after such claim arose; otherwise, the claim is permanently barred, which means that you and Laptis will not have the right to assert the claim.

You have the right to opt out of binding arbitration within 30 days of the date you first accepted the terms of this Section 14 by sending an email to andrew@laptis.io. In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with Section 15.

If any portion of this Section 14 is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision will be severed from these Terms; (b) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of this Section 14 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 14; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims will be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 14 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 14 will be enforceable.

15. Governing Law and Venue

Any dispute arising from these Terms and your use of our Services will be governed by and construed and enforced in accordance with the laws of the State of Massachusetts, except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of the State of Massachusetts or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of Suffolk County, Massachusetts.

16. Modifying and Terminating our Services

We reserve the right to modify our Services or to suspend or stop providing all or portions of our Services at any time. You also have the right to stop using our Services at any time. We are not responsible for any loss or harm related to your inability to access or use our Services.

17. Electronic Communications

When you use our Services, or send e-mails, messages and other communications from your desktop or mobile device to us, you are communicating with us electronically. 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. Laptis or a Provider may contact you by telephone, mail or email to verify your information. Laptis or a Provider may request further information from you in connection with your use of the Services and you agree to promptly provide such further information. **If you do not provide this information in the manner requested within 14 days of the request, we reserve the right to suspend, discontinue or deny your access to and use of our Services until you provide the information to us as requested.**

18. Consent to Receive Calls, Text Messages, and Video Recording

By providing your mobile number, you are agreeing to be contacted by or on behalf of Laptis at the mobile number you have provided, including calls and text messages, to receive communications relating to the

Services. Message and data rates may apply. To stop receiving text messages text a reply to us with the word STOP. We may confirm your opt out by text message. If you subscribe to multiple types of text messages from us, we may unsubscribe you from the particular Service that most recently sent you a message or respond to your STOP message by texting you a request to identify certain Services you wish to stop. Please note, that by withdrawing your consent, some Site features and certain Services may no longer be available to you. Keep in mind that if you stop receiving text messages from us you may not receive important or helpful information about the Services.

Laptis may record (audio and video) all or part of interactions between Providers and Patients ("**Recordings**"). Recordings are used for quality assurance purposes and to improve or better deliver the Services. Laptis will keep Recordings confidential, and we will not publicly display Recordings unless legally required to do so, such as if subject to a court order. By accessing and using our Services, you agree and consent to Recordings for the purposes and uses set forth in these Terms and as otherwise set forth in the Privacy Policy.

Laptis is committed to complying with the Controlling the Assault of Non-Solicited Pornography and Marketing Act ("**CAN-SPAM Act**") and the Telephone Consumer Protection Act ("**TCPA**"). You consent to receive text messages from us as set forth in this Section 18. Emails, newsletters, and text messages received from us are intended to fully comply with the CAN-SPAM ACT and the TCPA. In the event you receive an email or text message from us which you do not believe is fully compliant with the CAN-SPAM ACT or the TCPA, please contact us immediately at the address listed below under the "Contact Us" section.

19. Contact Us

If you have any inquiries regarding our Services, including questions or comments about our referral process, technical support or general information regarding how we facilitate introductions or connections between Providers and Patients, you may contact us as follows:

Mailing Address:

Laptis Inc.
26 JFK Street, Unit 2
Cambridge, MA 02138

Email: andrew@laptis.io

Phone: 847-828-1619

20. Miscellaneous

These Terms constitute the entire agreement between you and us relating to your access to and use of our Services. If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. Notwithstanding any other provisions of these Terms, Sections 1, 2, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and this 20 survive any expiration or termination of these terms. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, these Terms are

intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree that communications and transactions between us may be conducted electronically. These Terms may not be transferred, assigned or delegated by you, by operation of law or otherwise, without our prior written consent, and any attempted transfer, assignment or delegation without such consent will be void and without effect. We may freely transfer, assign or delegate these Terms or our Services, in whole or in part, without your prior written consent.