

## **DUES24, LLC TERMS OF SERVICE**

**1. Acceptance of Terms.** DUES24 welcomes you to its online and mobile services training and educational platform, which includes all websites, applications, software, hardware, written and recorded manifestations (the "DUES24 Service(s)" hereafter). By using this DUES24 Service you are agreeing to the following Terms of Service ("TOS"), whether or not you are a registered User of DUES24. The TOS may be updated from time to time without notice to you. However, you can always find the latest TOS at **[www.hippoclin.com](http://www.hippoclin.com)** and should check regularly for updates and changes.

- (a) In addition, when using the DUES24 Service, you shall be subject to any posted policies, guidelines or rules applicable thereto. All such policies, guidelines and rules are hereby incorporated by reference into the TOS. You further agree that, except as otherwise expressly provided in this TOS, there shall be no /third-party beneficiaries to this agreement.
- (b) These TOS govern the terms and conditions of your use of the DUES24 Service, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and DUES24 with respect to the DUES24 Service. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use or purchase certain elements of the DUES24 Service, affiliate or advertiser services, third-party content or third-party software. DUES24 may revise these TOS at any time by updating this posting. Accordingly, you should review the TOS periodically to determine if any changes have been made. Your continued use of this DUES24 Service any changes have been made to the TOS signifies and confirms your acceptance of any such changes or amendments to these TOS.
- (c) **IF YOU DO NOT AGREE TO THE CURRENT TERMS AND CONDITIONS, PLEASE DO NOT USE THIS DUES24 SERVICE, SINCE YOUR USE OF IT CONSTITUTES ACCEPTANCE OF ALL OF THE MOST CURRENT TERMS AND CONDITIONS FOR ITS USE.**

## **2. Description of DUES24 Service.**

- (a) DUES24 provides the HippoCLIN EHR training which is a completely cloud-based clinical training platform for all clinical students pursuing degrees, certifications, licensures, and apprenticeships in healthcare fields of study as a tool to complement clinical and academic training programs. DUES24 unique system configurations are able to provide technical functionality for clinical students to gain valuable training experience in a safe and secure environment built just for clinical students. Users have the ability to enter and review patient data, add diagnoses, enter clinical notes, assessments, vital signs, care plans, education, and many more documentation metrics. By offering these services, DUES24 introduces the industry standard way for clinical students to document patient care, and that is by using an EHR.

- (b) DUES24 Services are not meant for general deployment in non-training clinical environments. You acknowledge and affirm that you, your institution, and related Users, are utilizing DUES24 Services as an educational and training tool for clinical training, observation, simulation, and related training activities in limited classroom or clinical training environments.
- (c) THE SERVICE IS PROVIDED "AS IS" AND DUES24 ASSUMES NO RESPONSIBILITY FOR TIMELINESS, NON-DELIVERY, OR FAILURE TO STORE ANY COMMUNICATION, WRITING, IMAGE, OR PERSONALIZATION SETTINGS. ADDITIONALLY, DUES24 PROVIDES INFORMATION WITHOUT WARRANTY OF ANY KIND AND AS SUCH, THE COMPANY IS NOT RESPONSIBLE OR LIABLE FOR THE ACCURACY, CONTENT, COMPLETENESS, LEGALITY, OR RELIABILITY OF THE INFORMATION.
- (d) Unless explicitly stated otherwise, any new features which augment or enhance the DUES24 Service, including without limitation the release of new DUES24 properties, are subject to the then current TOS.
- (e) All users must abide by the TOS. If a User fails to follow any of the guidelines and/or rules of behavior, DUES24 can discontinue their ability to use the Services at any time. In addition, we have the right to delete any piece of Content, and provide comment on any topic or profile we find objectionable in our reasonable discretion.
- (f) You may only use this Service for purposes expressly permitted by the TOS. As a condition of your use of DUES24, you represent and warrant to DUES24 that you will not use any DUES24 Service for any purpose that is unlawful, offensive, and/or prohibited by this TOS.
- (g) You alone are totally responsible for any activity that takes place on DUES24 under your name and password. If you become aware of any unauthorized use of your username and/or password it is your responsibility to notify DUES24 immediately. It is up to you to maintain the confidentiality of your password and username at all times.
- (h) You understand that you may receive business-related communications from DUES24 such as DUES24 Service announcements and account administrative notices and you agree that these communications are not "unsolicited commercial email advertisements" and thus, subject to all applicable laws, you agree to receive them and you will not be able to opt out of receiving such communications (Please see "Advertising and Analytics" below).
- (i) As a User of the DUES24 Service you also understand and agree that the DUES24 Service will also include advertisements. You agree that such advertisements are not "unsolicited commercial email advertisements" and, subject to all applicable laws, you agree to receive them and you will not be able to opt out of receiving such communications. You understand and agree that your correspondence or business dealings with, or participations in promotions of, advertisers found on or through the DUES24 Service, including payment and delivery of goods or services,

and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the advertiser. You agree that DUES24 shall not be responsible or liable for any loss or damage incurred as the result of such dealings or as the result of the presence of such advertisers on the DUES24 Service.

- (j) You understand that you are responsible for obtaining access to the DUES24 Service and that access in certain instances involves payment of fees designated by DUES24 or may involve third-party fees. You are totally responsible for obtaining such access and paying those fees.

### **3. Access and Use of the Services and Information**

- (a) **Collection of Information:** You acknowledge that data conversion and transmission in the Services is subject to the possibility of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. DUES24 disclaims any liability for any such errors, omissions, delays, or losses. You acknowledge and agree that access, use, or download of the Services through connection to the Internet and/or use of mobile devices is inherently insecure and that information transmitted and received through such use may be subject to unauthorized interception, diversion, corruption, loss, access, and disclosure. DUES24 disclaims any liability for any adverse consequences whatsoever of your access, use, or download of the Services through such connection the Internet, and/or such use of mobile devices, and disclaims any liability for any use by you of an Internet connection in violation of any Applicable Laws (defined below), or any violation of the intellectual property rights of another. To access, use, or download the Services, you may be required to provide DUES24 with information about yourself (or the person or entity on whose behalf you are accessing, using, or downloading the Services). This information may include your name, email address, and telephone number. By submitting such information to DUES24, you hereby represent and warrant that any and all such information that you provide to DUES24 is true and correct, and you authorize DUES24 to use any method it chooses to verify the truth and accuracy of the information to the extent DUES24 needs to do so to protect its rights or other users of the Services. DUES24 may terminate your access to the Services if you fail to provide truthful and accurate information.
- (b) **Children and Minors:** If you are under 13 years old, you may not access, use or download the Services. If you are a minor (between 13 and 17 years of age) using these Services, your institution is responsible for ensuring a parent or legal guardian has provided written consent for your use of these Services, unless applicable laws allow your institution to provide their care or services to you without such consent. Your institution is responsible for obtaining any required written consent prior to the use. Please contact your institution for questions pertaining to consents. By accessing, using or downloading any of the Services, you represent and warrant that you are 18 years old or older, or otherwise that your parent(s) or guardian(s) have consented in writing to your use of the Services.

- (c) **Location Restriction to United States Only:** To access, use, or download the Services, you must be a resident of the 50 States of the United States of America, exclusive of its commonwealths, territories, and possessions. By accessing, downloading, or using any of the Services, you represent and warrant that you are a resident of the 50 States of the United States of America.
- (d) **Information You Provide to DUES24**
  - (i) DUES24 collects information that you provide directly to us. For example, you share information directly with us when you use the DUES24 Service and affiliated websites, fill out a form, sign up for our marketing communications, make a purchase, connect to third party services, communicate with us via third-party platforms, request information about our products and services, or otherwise communicate with us.
- (e) **Other Information DUES24 Collect When You Interact with DUES24**
  - (i) When you use the DUES24 Service or otherwise engage with DUES24, DUES24 automatically collect information about your activities, including:
  - (ii) **Activity Information:** DUES24 collects information about your activity on and within our Services, such as search terms that you enter and your navigation within the DUES24 Services.
  - (iii) **Device and Usage Information:** DUES24 collects information about how you navigate to or within our DUES24 Services, including data about the device and network you use, such as your hardware brand and model, operating system, operating system version, mobile network, IP address, unique device identifiers, browser type, and app version. DUES24 also collects information about your activity on our Site or use the DUES24 Service, such as access times, pages viewed, links clicked, and the page you visited before navigating to or within our DUES24 Services.
  - (iv) **Information Collected by Cookies and Similar Tracking Technologies:** DUES24 (and our service providers) use tracking technologies, such as cookies and web beacons, to collect information about you. Cookies are small data files stored on your hard drive or in device memory that help DUES24 improve our Site and your experience, see which areas and features of our Site are popular, and count visits.
- (f) **Information DUES24 Collects from Other Sources**
  - (i) We may also obtain information about you from other sources.
- (g) **Information DUES24 Derives or Generates**
  - (i) DUES24 may derive information or draw inferences about you based on the information that we or our partners collect. For example, DUES24 may make inferences about your location based on your IP address or infer that you are searching for a particular feature, service, or other relevant functionality of the Site or DUES24 Service based on your search terms.

- (h) **Use of Information:** DUES24 uses the information that we collect for our own internal purposes, including to provide the Site and DUES24 Service to you, respond to your requests, process transactions, and communicate with you about our products, services, and events. DUES24 also use the information DUES24 collects to:
- (i) Provide, maintain, and improve DUES24's products and services;
  - (ii) Process transactions and send you related information, including confirmations, receipts, invoices, and customers experience surveys;
  - (iii) Send product updates, technical notices, security alerts, and support and administrative messages to you, and respond to your comments and questions, and provide you customer service;
  - (iv) Communicate with you about products, services, and events offered by DUES24 and others, and provide news and information we think will be of interest to you (see Your Choices below for information about how to opt out of these communications at any time);
  - (v) Monitor and analyze trends, usage, and activities on our Site;
  - (vi) To process your application for employment and recruit and hire employees;
  - (vii) Develop unique and proprietary insights from randomized and anonymized data inputs on the DUES24 Service.
  - (viii) Tailor your experience on our Site and the DUES24 Service;
  - (ix) Personalize the advertisements you see on third-party platforms and websites (for more information, see the Advertising and Analytics section below);
  - (x) Personalize the advertisements you see when you use our Site based on information provided by our advertising partners;
  - (xi) Detect, investigate, and prevent security incidents and other malicious, deceptive, fraudulent, or illegal activity, and protect the rights and property of DUES24, LLC. and others;
  - (xii) Debug to identify and repair errors in our Site or the DUES24 Service;
  - (xiii) Comply with our legal and financial obligations; and
  - (xiv) Carry out any other purpose described to you at the time the information was collected.

**4. Compliance with Laws; Transmission of Data:** Certain Services that DUES24 provides to our customers or make available to their patients involve access to, and the processing of, PHI (defined below) that is provided to us pursuant to relevant documentation (contracts, engagement letters, licensing agreements, etc.) that we have entered with our users.

- (a) With respect to its operation of the DUES24 Services, and to the extent required by (A) the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations ("**HIPAA**"), and (B) the Health Information

Technology for Economic and Clinical Health Act (“**HITECH**”) and any regulations promulgated thereunder (HIPAA and HITECH are collectively referred to herein as the “**Privacy Laws**”), DUES24 will, within commercially reasonable standards and practices, comply with the Privacy Laws applicable to business associates and maintain the confidentiality of any Protected Health Information which is individually identifiable health information that is protected by HIPAA (“**PHI**”) transmitted or made available through the functionality of the Services or the Affiliated Services. If you as a User are associated with an institution which is classified as a covered entity under HIPAA, your use of PHI is governed by HIPAA and other Applicable Laws and the User Documents with your institution.

- (b) DUES24 provides that it retains no information input on the software or platform. However, in order to maintain the standard operation of the software functionality, the platform may temporarily hold Private Healthcare Information (PHI), but such information has not been uploaded, or produced by DUES24. Furthermore, all PHI that may be uploaded to the platform, has been produced and/or provided by user, and as such, You and all users agree responsibility for HIPPA compliance shall fall upon you and all users of the platform. Furthermore, it is the responsibility of the one who uploads, inputs, extracts, or reads the information on the platform to be HIPPA compliant at all times, and such persons also bear responsibility for any disclosure arising from the aforementioned activities.
- (c) To the extent PHI is disclosed by you or any user, You agree that such information is used with the consent of that individual(s), or where consent of full disclosure of PHI is not obtained, you and all users agree to take the appropriate measures to keep individual’s distinguishing features i.e., name, image, social security number, and any other similar information private.
- (d) You acknowledge and agree that this TOS may be amended from time to time if necessary to comply with the Privacy Laws. The requirements of this Section will survive the termination of your use of the Services.
- (e) When you use the Services to upload, transmit, or receive PHI, you agree that, to the extent applicable, you shall comply with all applicable local, state, federal or international law, rule, or regulation, including, but not limited to, the Privacy Laws, any court order, or other order or decision in any governmental, administrative or judicial proceeding (collectively “**Applicable Laws**”). You represent and warrant that you will, at all times, comply with all directly or indirectly Applicable Laws that may now or hereafter govern the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of PHI. You agree that DUES24, and all other persons or entities involved in the operation of the Services, have the right to monitor, retrieve, store, review, and use PHI, if applicable, in connection with the transmission of any PHI.
- (f) To the extent permissible under Applicable Laws, you hereby grant to DUES24 a perpetual, unlimited license to use the data and information that is compiled or passes through the Services that specifically relates to you, your patient’s care information, your institution’s procedures or diagnoses, or insurance provider procedures, policies, coverage, or payments, and any related information

(collectively, the “**DUES24 Services Data**”), in a de-identified format as defined under the Applicable Laws for data benchmarking, sharing, warehousing, resource utilization, and similar data analysis services; provided, however, that DUES24 shall comply with the Applicable Laws in connection with any such actions.

- (g) DUES24 DISCLAIMS ANY LIABILITY FOR YOUR USE OR MISUSE OF PHI OR OTHER INFORMATION TRANSMITTED, MONITORED, STORED OR RECEIVED WHILE USING THE SERVICES WHETHER TO AN INSTITUTION USING THE SERVICES OR OTHERWISE. DUES24 RESERVES THE RIGHT TO AMEND OR DELETE ANY UPLOADED CONTENT (ALONG WITH THE RIGHT TO REVOKE ANY MEMBERSHIP OR RESTRICT ACCESS TO THE SERVICES) THAT IN DUES24’S SOLE DISCRETION VIOLATES ANY PROVISIONS OF THIS SECTION OR THE TERMS OF USE IN GENERAL.

## **5. Medical Disclaimers; No Provider/Patient Relationship; Provider Information**

- (a) Your use of the Services and/or any information or Content that is included on or transmitted through the Services is not intended to and will not create any connection between You and/or your institutions’ provider/patient relationships with clients, customers and patients. This shall be true whether you are utilizing any of the Services (e.g., provider location services) or links to Affiliated Services that may assist a User in locating a medical professional.
- (b) DUES24 does not guarantee that communications between patients and users occurs in real-time.
- (c) Any Content available on or through the Services is for informational and educational purposes only and is not a substitute for the professional judgment of a healthcare professional in diagnosing and treating patients. Neither the Content nor any Services is intended to be substituted for medical diagnosis or treatment. DUES24 does not recommend or endorse any specific drugs, tests, physicians, products, procedures, opinions, “off-label” drug uses or other information that may be mentioned on or transmitted through the Services (regardless of whether the foregoing is mentioned or transmitted by healthcare providers, insurance providers, or similar professionals or organizations). Your reliance upon any information obtained or used by you is solely at your own risk. DUES24 disclaims any liability for the accuracy of any information or Content provided or sent by you or other users of the Services, including your physician, other healthcare providers, insurance providers, or their representatives. You shall be responsible for verifying the accuracy of any information you send or receive through the Services, including any of your patient health information, data, or records.
- (d) DUES24 disclaims any liability in any way to you for any decision you make or any actions that occur in connection with the use of the Services in locating and/or starting a relationship with a medical professional. DUES24 has no control over, cannot and does not guarantee the availability of any provider that is a part of the Services at any particular time. DUES24 will not be liable or responsible in any

way for cancelled or otherwise unfulfilled appointments or any injury resulting therefrom, or for any other injury resulting from the use of the Services whatsoever.

- (e) DUES24 makes the Services available to its customers and their patients for the purposes of providing a training and educational tool. DUES24 may, but has no obligation to, review Content posted on the Services. DUES24 does not guarantee the timeliness and accuracy of any or all the Content. Neither the authors (whether users of the Services or not), DUES24, nor any other party who has been involved in the preparation or publication of any Content can assure you that such Content is in every respect accurate or complete. DUES24 disclaims liability for any errors or omissions or for the results obtained from the use of such Content.
- (f) The procedures, products, services, and devices discussed and/or advertised within the Services are not applicable to all individuals, patients, or all clinical situations. DUES24 makes no claims as to the effectiveness of any such procedures, products, services, or devices. You acknowledge and agree that any products and/or services represented on the Services by advertisers, sponsors, and other Services participants, either paid or unpaid, are presented for your awareness and do not necessarily imply appropriateness for any particular individual or prediction of effectiveness, outcome or success. DUES24 disclaims any liability in connection with your use of such procedures, products, services, or devices.

**6. Advertising and Analytics.** We allow others to provide analytics services and serve advertisements on our behalf across the Services. These entities may use cookies, web beacons, device identifiers, and other technologies to collect information about your use of our Services and other websites and applications, including your IP address, web browser, mobile network information, pages viewed, time spent on pages or in mobile apps, links clicked, and conversion information. This information may be used by DUES24 and others to, among other things, analyze and track data, determine the popularity of certain content, deliver advertising and content targeted to your interests on our Services and other websites, and better understand your online activity. Further, you acknowledge and accept that DUES24 has the right may utilize data input on the DUES24 Service in developing proprietary insights from randomized and anonymized data inputs on the DUES24 Service. For more information about interest-based ads, or to opt out of having your web browsing information used for behavioral advertising purposes, please contact us at [info@DUES24.com](mailto:info@DUES24.com).

**7.** DUES24 may also work with third-parties to serve ads to you as part of customized campaigns on third-party platforms (such as Facebook, Twitter, Instagram and LinkedIn). As part of these ad campaigns, DUES24 or third-party platforms may convert information about you, such as your email address and phone number, into a unique value that can be matched with a User account on these platforms to allow us to learn about your interests and serve you advertising that is customized to your interest. Note that the third-party platforms may offer you choices about whether you see these types of customized ads.

**8. Transfer of Information to the U.S. or Other Countries**



- (a) DUES24 is headquartered in the United States and DUES24 has operations and service providers in the United States. DUES24 and its service providers may transfer non-PHI and other non-protected DUES24 Services Data, store or access it in, jurisdictions that may not provide equivalent levels of data protection as your home jurisdiction. DUES24 will take steps to ensure that your personal information receives an adequate level of protection in the jurisdictions in which DUES24 processes it.

## **9. User Choices**

### **(a) Cookies**

- (i) Many of our Services may be configured to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject browser cookies, if applicable. Please note that removing or rejecting cookies could affect the availability and functionality of some portions of the DUES24 Service.

### **(b) Promotional Communications**

- (i) You may opt out of receiving promotional emails or text messages from DUES24 by following the instructions in those communications or by managing your communication preferences by contacting DUES24 at [info@DUES24.com](mailto:info@DUES24.com). If you opt out, DUES24 may still send you non-promotional emails, such as those about your account or our ongoing business relations.

### **(c) Personally Identifiable Information.**

- (i) DUES24 cautions you against giving out any personally identifying information about yourself, patients, or any other person in any applicable DUES24 Service. In an effort to preserve your privacy, DUES24 agrees that it will treat any personally identifying information that you submit through this site in accordance with the terms outlined in its Privacy Policy located at [www.DUES24.com/privacy](http://www.DUES24.com/privacy).

**10. Access and Interference.** You agree that you will not use any robot, spider, scraper or other automated means to access the DUES24 Service for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the DUES24 Service or any activities conducted on the DUES24 Service; or (iii) bypass any measures we may use to prevent or restrict access to the DUES24 Service.

**11. Links.** The DUES24 Service may provide, or third-parties including DUES24 members may provide, links to other websites or resources, which are not maintained by or related to DUES24. Links to such sites are provided as a service to our users and are not sponsored by, endorsed or otherwise affiliated with DUES24. DUES24 has no control

over these sites and their content, and makes no representations or warranties about the content, completeness, quality or accuracy of the links, materials or information contained on any such website. Therefore, you acknowledge and agree that DUES24 is not responsible for the availability of such links, resources and content, and does not endorse, and is not responsible or liable for, any content, advertising, products, or other materials made available on or from these linked websites. You also acknowledge and agree that DUES24 is not responsible or liable, directly or indirectly, for any damage or loss caused by or alleged to have been caused by, or in relation to, the use of any Content, goods or services offered through these links or any failures and/or disruption to your computer system that results from your use of any such links, or for any intellectual property or other third-party claims relating to your posting or using such links. YOU AGREE THAT IF DUES24 REQUESTS YOU TO DISABLE ANY LINK YOU HAVE POSTED AND YOU FAIL TO DO SO WITHIN 24 HOURS AFTER RECEIVING SUCH REQUEST, DUES24 HAS THE RIGHT TO DISABLE THE LINK WITHOUT ANY FURTHER NOTICE TO YOU.

- 12. Indemnity.** You agree to indemnify, defend, and hold DUES24, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any and all loss, cost, injury, liability, claims, damages, or demand of any kind, including actual attorney's fees and related costs, made by or arising out of your use of the DUES24 Service in violation of these TOS and/or your violation of any rights of another or any applicable law, rule or regulation.
- 13. No Resale of DUES24 Service.** You agree not to, without the express prior written consent of DUES24 in each instance: reproduce, duplicate, copy, sell, resell, or exploit, for any commercial or other purposes, any portion of the DUES24 Service or content or other information or materials of any kind that you do not own.
- 14. Modification and Termination of the DUES24 Service.** DUES24 reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the DUES24 Service (or any part thereof) with or without notice. You agree that DUES24 will not be liable to you or any third party for the consequences of any modification, suspension or discontinuance of the DUES24 Service.
- 15. DUES24 Privacy Policy.** Personal and certain other information is subject to our Privacy Policy. As a condition of using the DUES24 Service you agree to the terms of the Privacy Policy, as it may be changed and updated from time to time. Our Privacy Policy, which is incorporated here by reference, is located at [www.DUES24.com/privacy](http://www.DUES24.com/privacy). You agree that your use of this DUES24 Service is subject to the Privacy Policy, and therefore, agree that you will not use this DUES24 Service unless and until you review the Privacy Policy and agree with its terms in its entirety.
- 16. Registration.** In order to use certain aspects of the DUES24 Service you are required to register. Registered Users are subject to the following specific terms in addition to all of the other terms in this Agreement:

- In consideration of your use of the DUES24 Service, you represent that you are of legal age to form a binding contract, which is eighteen (18) years of age in the United States, and are not a person barred from receiving the DUES24 Services under the laws of the United States or other applicable jurisdiction.
- You agree to provide true, accurate, current and complete information as required on the DUES24 Services Registration Form. If you provide any information that is untrue, incomplete, not current or inaccurate, DUES24 has the right to suspend or terminate your account and refuse your current or future use of the DUES24 Service (or any portion thereof).
- You agree that DUES24 may, under certain circumstances and without prior notice, immediately terminate your DUES24 account, any associated username and/or access to the DUES24 Service. Cause for such termination shall include, but is not be limited to: (i) a breach or violation of the TOS or other DUES24 policies, guidelines, or rules (including without limitation the Privacy Policy), (ii) extended periods of inactivity, (iii) your engagement in fraudulent or illegal activity, (iv) unexpected technical or security issues, and (v) requests by law enforcement or other government agencies. You also agree that any termination is in DUES24's sole discretion and that DUES24 will not be liable to you or any third party for any termination of your account, password, username, deletion of Content and/or access to the DUES24 Service.
- You agree that your account is non-transferable and any rights to your account, password, username, and any applicable virtual currency or goods terminate upon your death or disability and/or termination of account for any reason.
- You are responsible for any activities that take place under your username and password. If you become aware of any unauthorized use of your password or account, or any other breach of security, contact DUES24 immediately. It is up to you to maintain the confidentiality of your password and account. DUES24 is not responsible or liable for any loss or damage arising from your failure to comply with the provisions of these terms.

**17. Practices regarding Use and Storage.** You acknowledge that DUES24 may establish general practices and limits regarding use of the DUES24 Service including, without limitation, the maximum number of email messages or similar electronic messages which may be sent or received from an account of the DUES24 Service, the maximum size of any email message that may be sent from or received by an account of the DUES24 Service, the maximum amount of disk space that will be allotted on DUES24's servers on your behalf, and the maximum number of times and duration for which you may access the DUES24 Service in a given time. You agree that DUES24 has no responsibility or liability for the deletion or failure to store or transmit any messages or communications or other content maintained or transmitted by the DUES24 Service. You acknowledge and agree that DUES24 reserves the right to log off accounts and deactivate usernames and accounts that are inactive for an extended period of time. You further acknowledge that DUES24 has the right to modify these practices and limits from time to time.

**18. DUES24 Proprietary Rights; Trademarks and Copyrights.** You acknowledge and agree that the DUES24 Service and any necessary software used in connection with the DUES24 Service ("Software") contain proprietary and confidential information that is the property of DUES24 and its licensors, and is protected by applicable intellectual property and other laws. No rights or title of to any of the Software used in connection with any DUES24 Service is provided, transferred or assigned to you. You further acknowledge and agree that content contained in advertisements or information presented to you through the DUES24 Service or advertisers is protected by copyright, trademarks, service marks, patent, privacy, and/or other proprietary rights and laws. Except as expressly authorized by DUES24 or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the DUES24 Service or Software, in whole or in part, at any time. You also acknowledge DUES24's exclusive rights in the DUES24 trademark and service mark. Trademarks, service marks, logos, and copyrighted works appearing on DUES24 are the property of DUES24 or the party that provided such intellectual property to DUES24. DUES24 and any party that provides intellectual property to DUES24 retain all rights with respect to any of their respective intellectual property appearing on DUES24, and no rights in such materials are transferred or assigned to you, in whole or in part, at any time.

**19. Disclaimer of Warranties.** The use of the DUES24 Service is at your sole risk. The DUES24 Service is provided on an "as is" and "as available" basis. DUES24 EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DUES24 MAKES NO WARRANTY THAT (1) THE SERVICE WILL MEET YOUR REQUIREMENTS, (2) THE DUES24 SERVICE WILL BE UNINTERRUPTED, TIMELY SECURE, OR ERROR-FREE, (3) THE RESULTS OF USING THE DUES24 SERVICE WILL BE ACCURATE OR RELIABLE, (4) THE QUALITY OF ANY PRODUCTS, DUES24 SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED THROUGH YOUR USE OF THE DUES24 SERVICE WILL MEET YOUR EXPECTATIONS, OR (5) THAT THE SOFTWARE WILL BE ERROR-FREE AND/OR ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. IN ADDITION, DUES24 MAKES NO REPRESENTATION REGARDING, NOR DOES IT WARRANT OR ASSUME ANY RESPONSIBILITY FOR, ANY THIRD-PARTY APPLICATIONS (OR THE CONTENT THEREOF), USER CONTENT, DEVICES OR ANY PRODUCT OR DUES24 SERVICE ADVERTISED, PROMOTED OR OFFERED BY A THIRD-PARTY ON OR THROUGH THE DUES24 SERVICE OR ANY HYPERLINKED WEBSITE, AND DUES24 IS NOT RESPONSIBLE FOR ANY TRANSACTIONS BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF THE FOREGOING. NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY YOU FROM DUES24 SHALL CREATE ANY WARRANTY ON BEHALF OF DUES24. WHILE USING THE DUES24 SERVICE, YOU MAY HAVE ACCESS TO EXPLICIT CONTENT FILTERING FEATURES, BUT USE OF THESE FEATURES MAY STILL RESULT IN SOME EXPLICIT CONTENT BEING SERVED AND YOU SHOULD NOT RELY ON SUCH

FEATURES TO FILTER ALL EXPLICIT CONTENT. THIS SECTION APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

No advice or information, whether oral or written, obtained by you from DUES24 or through or from the DUES24 Service shall create a warranty not expressly stated in these TOS.

**20. Limitation of Liability.** You expressly understand and agree that DUES24 will not be liable to you for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, even if DUES24 has been advised of the possibility of such damages or such damages were reasonably foreseeable, resulting from the use or the inability to use the DUES24 Service, unauthorized access to or alteration of your transmissions or data, statements or conduct of any third party including advertisers on the DUES24 Service, the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the DUES24 Service, and/or any other matter relating to the DUES24 Service. In no event will DUES24 be liable to you for any amount of money over One Hundred U.S. Dollars (\$100.00) or the value of services purchased on the DUES24 Service, whichever is lesser.

**21. Disclosures Required by Law.** DUES24 reserves the right at all times to disclose any information, including personally identifiable information about you, as necessary to satisfy any applicable law, regulation, legal process or governmental request. DUES24 reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing DUES24 to disclose the identity of anyone posting any content, or publishing or otherwise making available any materials that are believed to violate the TOS. DUES24 will use reasonable efforts to notify you in connection with any such inquiry; provided, however, that the inquiry in question is not confidential, and further provided that DUES24 shall have no duty to disclose such information and therefore shall not be liable to you in connection with any non-disclosure.

## **22. Disputes.**

- (a) If there is any dispute about or involving the DUES24 and/or the DUES24 Service, you agree that any dispute shall be governed by the laws of the Commonwealth of Kentucky without regard to conflict of law provisions. You agree to personal and exclusive jurisdiction by and venue in the state and federal courts of Jefferson County, Kentucky.
- (b) **Arbitration:** Should any dispute arise as to the interpretation of any term or provision of this Agreement, the issue shall be decided by arbitration. The arbitration proceeding shall be conducted under the applicable rules of the American Arbitration Association in Kentucky. If such organization ceases to exist, the arbitration shall be conducted by its successor, or by a similar arbitration organization, at the time a demand for arbitration is made. The decision of the arbitrator shall be final and binding on both parties. The prevailing party shall be

entitled to recover from the other party its or her own expenses for the arbitrator's fee, attorney's fees and travel expenses, expert testimony, and travel expenses of experts, and for all other expenses of presenting its or her case.

- (i) The Arbitration shall be held either: (i) at a location determined by JAMS (or, if applicable, AAA) pursuant to the Applicable Rules (provided that such location is reasonably convenient for you and does not require travel in excess of 100 miles from your home or place of business); or (ii) at such other location as may be mutually agreed upon by you and DUES24; or (iii) at your election, if the only claims in the arbitration are asserted by you and are for less than \$10,000 in aggregate, by telephone or by written submission.
- (ii) Arbitrator Will Interpret This Agreement. The Arbitrator, and not any federal, state or local court or agency, shall have the exclusive authority to resolve any dispute arising under or relating to the validity, interpretation, applicability, enforceability or formation of these Terms of Service and/or these arbitration provisions in this Section hereof, including but not limited to any claim that all or any part of these Terms of Service is void or voidable
- (c) YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE DUES24 SERVICE OR THESE TOS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

**23. Governing Law:** These Terms of Use shall be governed, construed, and applied in all respects by the laws of the Commonwealth of Kentucky, without regard to any provision governing conflicts of law

**24. Waiver of Class and Joint Claims:** Any arbitration (or, if arbitration of the action is not permitted by law, litigation) shall be solely on behalf of an individual person and shall not be consolidated or joined with the claims of any other person or brought on behalf of a putative class unless previously agreed to in writing by both you and DUES24.

**25. Miscellaneous Terms; General Information.**

- (a) **Severability:** If any provision of these Terms are ruled by a court, arbitral tribunal, administrative officer or other entity of competent jurisdiction to be void or unenforceable, such provision(s) shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best furthers the intent of these Terms, with all remaining provisions remaining in full force and effect.
- (b) **Entire Agreement:** These TOS constitute the entire agreement between you and DUES24 with regard to your access and use of the DUES24 Services and/or the Affiliated Services. No counter-offers to these Terms of Use shall be accepted by DUES24, and DUES24 rejects all such counter-offers.
- (c) **Assignment:** DUES24 may assign its rights, in whole or in part, in the DUES24 Services and/or the Affiliated Services in accordance with its sole discretion.

- (d) **No Agency:** Nothing contained in these Terms creates any agency, partnership, or other form of joint enterprise between you and DUES24.
- (e) **No Waiver:** DUES24's failure or delay to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver of any provision or any right that DUES24 has to enforce these Terms of Use.
- (f) **No Third Party Beneficiary:** These Terms of Use do not confer any rights or remedies on any third parties.

## **26. Terms of Service; updates**

We reserve the right to update the Terms of Service at any time. All updates will be posted on our website [www.hippoclin.com](http://www.hippoclin.com)

Please immediately report any violations of these TOS to DUES24 at [info@hippoclin.com/reporting](mailto:info@hippoclin.com/reporting).