

TERMS OF USE

Effective Date: March 15, 2016

1. Introduction and Overview

These Terms of Use (“Terms”) govern your use of any online service location that posts a link to these Terms and all features, content, and other services that Advantia Health (“Practice,” “we,” “our,” or “us”) owns, controls and makes available through such online service location (collectively, the “Service”).

Our Service is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. By using our Service, you agree to these Terms and consent to our collection, use and disclosure practices, and other activities as described in our [Privacy Statement](#). In some instances, both these Terms and separate terms will apply to your use of the Service, which are incorporated herein (“Additional Terms”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless they expressly state otherwise. If you do not agree and consent, discontinue use of the Service.

2. Modification of These Terms

We reserve the right, at any time in our sole discretion, to change the terms, conditions, and notices under which our Service is offered, without prior notice. You agree that we may notify you of any updated Terms and any applicable Additional Terms by posting them on the Service so that they are accessible via a link from the home page, and/or by sending you an e-mail to the last e-mail address you provided to us. All such changes are effective immediately when we post them, or such later date as may be specified in the notice of updated Terms and any applicable Additional Terms. Your continued use of the Service following the posting of revised Terms and any applicable Additional Terms shall indicate your acknowledgement of such changes and your agreement to be bound by the terms and conditions of such changes. If you object to any such changes, your sole recourse is to cease using the Service.

3. Limited License; Content and Service Use Restrictions

A. Content.

The Service contains: (i) materials and other items relating to Practice and its products and services, and similar items from our licensors and other third parties, including all layout, information, databases, articles, posts, text, data, files, images, scripts, designs, graphics, instructions, illustrations, photographs, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Service, and the compilation, assembly, and arrangement of the materials of the Service and any and all copyrightable material; (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of Practice; and (iii) other forms of intellectual property (all of the foregoing, collectively “Content”). All right, title, and interest in and to the Service and the Content is the property of Practice or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible.

B. Limited License.

Subject to your strict compliance with these Terms and the Additional Terms, Practice grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to download, display, view, use, play the Content on a personal computer, browser, laptop, tablet, mobile phone or

other Internet-enabled device (each, a “Device”) and/or print one copy of the Content as it is displayed to you, and to create hyperlinks to the Service, in each case for your personal, non-commercial use only. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in Practice’s sole discretion, and without advance notice or liability. Your unauthorized use of the Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability.

C. Restrictions.

If you are under thirteen (13) years of age, then you are not permitted to use the Service or Content. You agree to comply with all local, state, federal, national, foreign, supranational, and international laws, statutes, ordinances, regulations, treaties, directives, and agreements that apply to your use of the Service and Content. As a condition of your use of our Service, you warrant to us that you will not use our Service for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use our Service in any manner which could damage, disable, overburden, or impair our Service or interfere with any other party's use and enjoyment of our Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through our Service.

D. Availability, Termination, and Survival.

Practice may immediately suspend or terminate the availability of the Service and Content, in whole or in part, to any individual user or all users, for any reason, in Practice’ sole discretion, and without advance notice or liability. Upon suspension or termination of your access to the Service, or upon notice from Practice, all rights granted to you under these Terms or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination, will survive.

E. Reservation of All Rights.

All rights not expressly granted to you are reserved by Practice and its licensors and other third parties. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. *Any unauthorized use of any Content or the Service for any purpose is prohibited.*

4. Use of Communication Services

Our Service may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.

- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

We have no obligation to monitor the Communication Services. However, we reserve the right to review materials posted to a Communication Service and to remove any materials in our sole discretion. We reserve the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

5. Submissions

The Service may allow you to submit content to us via the Service, including through the Communication Services, or by means other than the Service (such as by e-mail) (“Submissions”). You grant us a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, transferable and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense, display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your Submissions and derivative works thereof, for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. You also irrevocably consent to our use and association of your name in connection with your Submissions and derivatives thereof. You agree to waive any moral rights that you may have in any Submissions, even if they are altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights in a manner that interferes with

any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section. Our receipt of your Submissions is not an admission of their novelty, priority, or originality, and it does not impair our right to contest existing or future intellectual property rights relating to your Submissions. You agree that your Submissions will not: (i) promote any political or commercial purpose; (ii) defame, abuse, harass, stalk, or threaten others; (iii) use racially or ethnically offensive language; (iv) discuss or incite illegal activity; or (v) infringe any intellectual property or other right of ours or any third party.

6. Copyright Infringement and DMCA Policy

Practice respects the intellectual property rights of others, and expects those who use the Service to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement in the U.S.A., please notify Practice of your claim of infringement by sending the following written information to our Copyright Agent, designated as such pursuant to the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512(c)(2), named below:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.
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We will respond to notices of claimed copyright infringement in accordance with the DMCA. It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers. Our designated Copyright Agent to receive DMCA Notices is:

7. Customer Support

If you have any questions, please send an e-mail to us at support@advantiahealth.com. You acknowledge that the provision of support is at Practice's sole discretion and that we have no obligation to provide you with customer support of any kind. All legal notices to us must be mailed to: Advantia Health, 1525 Wilson Blvd, Suite 540, Arlington, VA 22209 (Attention: Legal Counsel). When you communicate with us electronically, you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

8. Links to Third Party Services

Our Service may contain hyperlinks to websites, locations, platforms, or services operated by third parties ("Third Party Service(s)"). These Third Party Services are not under our control and we are not responsible for the contents of any Third Party Services, including without limitation any link contained in a Third Party Service, or any changes or updates to a Third Party Service. We are not responsible for webcasting or any other form of transmission received from any Third Party Service. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the Third Party Service or any association with its operators.

Any interactions, transactions, and other dealings that you have with any third parties found on or through the Service are solely between you and the third party. You hereby agree to indemnify Practice against all claims, injury and/or damages including attorneys' fees that arise out of your use of any Third Party Service, including from any material that you post on any forum or social networking site in connection with us and/or any other claim related to your use of social media.

9. Wireless and Location-Based Features.

The Service may offer features that are available to you via your wireless Device including the ability to access the Service's features and upload content to the Service, receive messages from the Service, and download applications (collectively, "Wireless Features"). By using the Service, you agree that Practice may collect information related to your use of the Wireless Features as described in our Privacy Statement, and may change, alter, or modify the settings or configurations on your Device in order to allow for or optimize your use of the Service. Data rates and other carrier fees may apply.

If you have location-based features on your wireless Device, you acknowledge that your Device location will be tracked and shared consistent with the [Privacy Policy](#). You can terminate location tracking by us by adjusting the permissions in your mobile device or uninstalling our mobile app. Location-based features are used at your own risk and location data may not be accurate.

10. Messages.

A. E-mail Messages.

You can opt out of receiving promotional e-mails from us by following the instructions as provided in e-mails to click on the unsubscribe link or by changing your communication preferences by logging onto your account. We reserve the right to send you e-mails relating to your account or use of our Service, such as administrative and service announcements and these transactional account messages may be unaffected if you choose to opt out from receiving our promotional e-mail.

B. Text Messages.

You may be given opportunities to subscribe to various text marketing or other text messaging programs and by doing so, you consent to receive ongoing text alerts (including by auto-dialers) from us related to our various businesses and affiliates, which may include co-promotions with or about other parties, except that if the scope of your consent for a particular subscription is limited that subscription will be so limited. **For each subscription, text "HELP" for help and text "STOP" to terminate (i.e., opt out) of that subscription.** Subsequent or different subscriptions will be unaffected by an opt out. You consent to receive a text confirming any opt out as well as non-marketing administrative or transactional messages. For subscriptions to recurring text messages, you may receive up to the number of text messages per month specified in your consent, or to which you later consent. Alerts auto-renew unless otherwise specified when you consented. Your consent to receive text messages is not a condition of purchase, and no purchase is necessary. You understand that we will send mobile text messages using automated technology. If you subscribe to text messages you represent that you are at least the age of majority in the jurisdiction in which you reside, or have obtained parental consent. Standard message, data and other fees may be charged by your carrier, and carriers may deduct charges from pre-paid amounts or data allowances, for which you are responsible. Contact your carrier for details. If we are charging a premium rate for text messages, that will be explained in the applicable subscription consent. Not all phones and/or carriers are supported. We are the sponsor of our text messages and may be contacted regarding them [here](#).

D. Push Notifications and In-App Messages.

If the Service includes push notifications or other mobile communication capability, you hereby approve our delivery of electronic communications directly to your mobile Device. These notifications, including badge, alert or pop-up messages, may be delivered to your Device even when our app is running in the background. You may have the ability, and it is your responsibility, to control the notifications you do, or do not, receive via your Device through your Device settings.

11. Dispute Resolution

Certain portions of this Section 11 are deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and Practice agree that we intend that this Section 11 satisfies the “writing” requirement of the Federal Arbitration Act. This Section 11 can only be amended by mutual agreement.

A. Binding Arbitration.

If any controversy, allegation, or claim relates in any way to your use of the Service (collectively, “Dispute”), then you agree the Dispute shall be submitted to confidential arbitration in Montgomery County, Maryland, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the State of Maryland. You hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of Maryland. Arbitration under these Terms shall be conducted pursuant to the streamlined Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. (“JAMS”); this Agreement shall otherwise be construed in accordance with the internal laws of the State of Maryland without regard to Maryland’s choice of law principles. The arbitrator’s award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

B. Limited Time to File Claims.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

C. Class Action Waiver.

DISPUTES WILL BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS AND WILL NOT BE JOINED OR CONSOLIDATED WITH ANY OTHER ARBITRATIONS OR OTHER PROCEEDINGS THAT INVOLVE ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. YOU AND PRACTICE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

12. Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, CONTENT, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH OUR SERVICE AND TERMS MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. WE AND/OR OUR SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES ON OUR SERVICE AT ANY TIME. ADVICE RECEIVED VIA OUR SERVICE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU

SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

WE AND/OR OUR SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE TERMS, INFORMATION, SOFTWARE, PRODUCTS, CONTENT, SERVICES AND RELATED GRAPHICS CONTAINED ON OUR SERVICE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH TERMS, INFORMATION, SOFTWARE, PRODUCTS, CONTENT, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE AND/OR OUR SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THESE TERMS, INFORMATION, SOFTWARE, PRODUCTS, CONTENT, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

13. Health Disclaimer

Any statements or materials provided by the Service have not been evaluated by the U.S. Food and Drug Administration. The Service is not intended to diagnose, treat, cure or prevent any disease or condition, but to serve as an informational tool for you to use in support of your general health and well-being. The information contained in the Service or distributed to you by Practice is for informational purposes only and not intended to be a substitute for professional medical advice, diagnosis, or treatment. Information made available on or through the Service should not be relied upon when making medical decisions or to diagnose or treat a medical or health condition or to determine whether to seek or refrain from seeking any medical advice or treatment. If you require medical advice or services, you should consult with a qualified and licensed medical professional. Your use of the Site does not create a doctor-patient relationship between you and Practice. If you think you may have a medical emergency, call your doctor or 911 immediately.

14. Limitations of Our Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE (INCLUDING OUR OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS) OR OUR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF OUR SERVICE, WITH THE DELAY OR INABILITY TO USE OUR SERVICE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, THESE TERMS, OR ANY INFORMATION, SOFTWARE, PRODUCTS, CONTENT, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH OUR SERVICE, OR OTHERWISE ARISING OUT OF THE USE OF OUR SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE OR ANY OF OUR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL SHALL OUR OR OUR SUPPLIERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICES EXCEED FIFTY UNITED STATES DOLLARS (\$50.00). BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR

LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR SERVICE, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING OUR SERVICE.

15. Waiver of Injunctive or Other Equitable Relief

YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, SUBMISSIONS, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY PRACTICE OR A LICENSOR OF PRACTICE.

16. Indemnification

You agree to defend, indemnify and hold harmless Practice, its affiliates, and its and their respective directors, officers, employees, agents, licensors from and against any and all claims, liabilities, damages, losses, costs and expenses (including, reasonable attorneys' fees and costs) arising out of or in connection with any of the following: (i) your breach or alleged breach of these Terms; (ii) your Submissions; (iii) your use of the Service; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental or quasi-governmental authorities; (v) your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property or privacy right; or (vi) any misrepresentation made by you. Practice reserves the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with Practice's defense of any claim. You will not in any event settle any claim without the prior written consent of Practice.

17. General Provisions

A. Consent or Approval.

No Practice consent or approval may be deemed to have been granted by Practice without being in writing and signed by an officer of Practice.

B. Severability; Interpretation; Assignment.

If any provision of these Terms, or any Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms. You hereby waive any applicable statutory and common law that may permit a contract to be construed against its drafter. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms. Practice may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Practice.

C. Complete Agreement; No Waiver.

These Terms, and any applicable Additional Terms, reflect our complete agreement regarding the Service and supersede any prior agreements, representations, warranties, assurances or discussion related to the Service. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or Practice in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

D. International Issues.

Practice controls and operates the Service from the U.S.A., and Practice makes no representation that the Service is appropriate or available for use beyond the U.S.A. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms or to any sale of goods carried out as a result of your use of the Service. Software related to or made available by the Service may be subject to export controls of the U.S.A, and, except as authorized by law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to U.S. export controls or sanctions.

E. Investigations; Cooperation with Law Enforcement.

Practice reserves the right to investigate and prosecute any suspected breaches of these Terms or the Service. Special Retailers may disclose any information as necessary to satisfy any law, regulation, legal process or governmental request.

F. Terms Applicable For Apple iOS.

If you are using the Service through an Apple Device, the following terms apply:

(i) To the extent that you are accessing the Service through an Apple Device, you acknowledge that these Terms are entered into between you and Practice, and that Apple, Inc. (“Apple”) is not a party to these Terms other than as third-party beneficiary as contemplated below.

(ii) The license granted to you in these Terms is subject to the permitted Usage Rules set forth in the App Store Terms of Service (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third party terms of agreement applicable to the Service.

(iii) You acknowledge that Practice, and not Apple, is responsible for providing the Service and Content thereof.

(iv) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the Service.

(v) To the maximum extent not prohibited by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service.

(vi) Notwithstanding anything to the contrary herein, and subject to the terms in these Terms, you acknowledge that, solely as between Apple and Practice, Practice, and not Apple is responsible for addressing any claims you may have relating to the Service, or your possession and/or use thereof, including, but not limited, to: (a) product liability claims; (b) any claim that the Service fails to conform to

any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

(vii) Further, you agree that if the Service, or your possession and use of the Service, infringes on a third party's intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.

(viii) You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

(ix) When using the Service, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the Service.