

This Terms of Use Agreement (this "Agreement") is entered into by and between Client Care Solutions LLC ("CCS") and "you," the user of FlexDek for MAT (the "Application"). Use of the Application is provided subject to the terms and conditions set forth herein.

THIS AGREEMENT CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT CCS'S LIABILITY TO YOU. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND IN THEIR ENTIRETY, AS USING, THE APPLICATION CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND TO EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, PLEASE EXIT THE APPLICATION IMMEDIATELY AND DO NOT USE THE APPLICATION.

BY USING THE APPLICATION, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS, THAT THE PROVISIONS, DISCLOSURES AND DISCLAIMERS SET FORTH HEREIN ARE FAIR AND REASONABLE, AND THAT YOUR AGREEMENT TO FOLLOW AND BE BOUND BY THESE TERMS AND CONDITIONS IS VOLUNTARY AND IS NOT THE RESULT OF FRAUD, DURESS OR UNDUE INFLUENCE EXERCISED UPON YOU BY ANY PERSON OR ENTITY.

#### MEDICAL ADVICE DISCLAIMER

CCS provides the Application and the services, information, content and/or data (collectively, "Information") contained therein for informational purposes only. CCS does not provide any medical advice on the Application, and the Information should not be so construed or used. Using the Application and/or providing personal or medical information to CCS or its content and service providers does not create a physician-patient relationship between you and CCS. Nothing contained in the Application is intended to create a physician-patient relationship, to replace the services of a licensed, trained physician or health professional or to be a substitute for medical advice of a physician or trained health professional licensed in your state. You should not rely on anything contained in the Application, and you should consult a physician licensed in your state in all matters relating to your health. You hereby agree that you shall not make any health or medical related decision based in whole or in part on anything contained in the Application.

#### INFORMATION DISCLAIMER

The Information may be changed without notice and is not guaranteed to be complete, correct, timely, current or up-to-date. The Information may become out-of-date. CCS undertakes no obligation to update any Information on the Application; provided, however, that CCS may update the Information at any time without notice at CCS's sole and absolute discretion. CCS reserves the right to make alterations or deletions to the Information at any time without notice.

#### THIRD PARTY LINKS AND ADVERTISEMENTS DISCLAIMER

The Application contains links to third party web information and applications. These links are provided solely as a convenience to you and not as a guarantee, warranty, or recommendation by CCS of the services, information, content and/or data on such third party web Applications or as an indication of

any affiliation, sponsorship or endorsement of such third party web Applications. CCS is not responsible for the content of linked third party web applications and does not make any representations or warranties regarding the privacy practices of, or the content or accuracy of materials on, such third party web applications. If you decide to access linked third-party web Applications, you do so at your own risk. Your use of third-party web applications is subject to the terms of use for such Applications.

#### DISCLAIMER OF ALL WARRANTIES

The Information and services included in the Application are provided on an “AS IS” and “AS AVAILABLE” basis without warranties of any kind, either express or implied, including, without limitation, warranties of title, non-infringement, and implied warranties of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, CCS makes no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of the Information, that the Information may be relied upon for any reason or that the Information will be uninterrupted or error free or that any defects can or will be corrected.

Without limiting the generality of the foregoing, CCS makes no representations or warranties with respect to any Information offered or provided within or through the Application regarding treatment of medical conditions, action, or application of medication.

Under no circumstances, as a result of your use of the Application, will CCS be liable to you or to any other person for any direct, indirect, special, incidental, exemplary, consequential or other damages under any legal theory, including, without limitation, tort, contract, strict liability or otherwise, even if advised of the possibility of such damages. Without limiting the generality of the foregoing, CCS shall have absolutely no liability in connection with the Application for any decision made or action taken or not taken in reliance upon the Information.

#### AGE RESTRICTION

The Application is intended for persons eighteen (18) years or older. Persons under the age of eighteen (18) should not access, use and/or browse the Application.

#### INVALIDITY

If any provision of this Agreement is held to be invalid or unenforceable in whole or in part in any jurisdiction, then that provision shall be deemed ineffective in such jurisdiction but shall have no effect on the enforceability of the remaining provisions.

#### GOVERNING LAW, CONSENT TO JURISDICTION AND LIMITATION ON CLAIMS

This Agreement and your use of the Application, along with the Information contained therein, shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of laws principles, and you agree to submit to the jurisdiction of courts in the State of Florida. You further agree that any claims or causes of action arising out of or related to this Agreement and the Application, along with the Information contained therein, shall be filed within one (1) year after such claim or cause of action arose, or such claim or cause of action shall be forever barred.

## ENTIRE AGREEMENT

You hereby acknowledge that this Agreement represents the entire understanding between you and CCS concerning your use of the Application and the Information contained therein.

## MODIFICATION

CCS may, in CCS's sole and absolute discretion, modify the terms and conditions of this Agreement in whole or in part at any time for any reason without any notice to you, whether prior or otherwise. Such modified terms and conditions shall supersede these terms and conditions and shall become binding when published online on the Application.

## WAIVER

CCS's failure to exercise or enforce any right or provision of this Agreement shall not be deemed to be a waiver of such right or provision.

THE APPLICATION AND THE INFORMATION CONTAINED THEREIN IS MADE AVAILABLE BY CCS FOR EDUCATIONAL PURPOSES ONLY AND IS NOT INTENDED TO PROVIDE MEDICAL ADVICE. BY ACCESSING THE Application, YOU UNDERSTAND AND ACKNOWLEDGE THAT THERE IS NO PHYSICIAN-PATIENT RELATIONSHIP BETWEEN YOU AND CCS. YOU FURTHER ACKNOWLEDGE YOUR UNDERSTANDING THAT THE APPLICATION SHOULD NOT BE USED AS A SUBSTITUTE FOR COMPETENT MEDICAL ADVICE FROM A LICENSED PHYSICIAN IN YOUR STATE.