

## Terms of Use

Last Modified: September 27, 2021

### 1. Acceptance of the Terms of Use.

MiResource, Inc. (“Company”, “we” or “us”) maintains the website [www.miresource.com](http://www.miresource.com), including any content, functionality and services offered on or through [www.miresource.com](http://www.miresource.com) (the “Website”). The following terms and conditions (“Terms of Use”) govern your access to and use of the Website, whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use.** If you do not want to agree to these Terms of Use, you must not access or use the Website.

This Website is offered and available to users who are United States residents aged thirteen (13) and older. If you are an individual and are aged seventeen (17) or younger, or otherwise are not of legal age to form a binding contract in your jurisdiction of residence, you agree that your parent or guardian has reviewed these Terms of Use carefully and has agreed to be bound by these Terms of Use on your behalf. If you are agreeing to be bound by this Agreement on behalf of your employer or another entity, you must have the full legal authority to bind your employer or such entity to this Agreement. By using the Website, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

### 2. Changes to the Terms of Use.

We may revise and update these Terms of Use from time to time in our sole discretion. Changes are effective immediately when we post them, but are not retroactive. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You must check this page frequently so that you are aware of any changes, and immediately discontinue access or use of the Website if you do not want to agree to the revised Terms of Use.

### 3. Acceptance of Privacy Policy

All information we collect on the Website is subject to our Privacy Policy [[www.miresource.com/privacypolicy](http://www.miresource.com/privacypolicy)]. **By using the Website, or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by our Privacy Policy.** If you do not want to agree to our Privacy Policy, you must not provide us any personal information.

Our Website is hosted in the United States and our services are provided from the United States. It is possible that certain information will be stored on servers in multiple other countries on the "cloud" or other similar distributed hosting platforms. If you are a user accessing our Website or services from the European Union, Asia or any other region with laws governing

personal data collection, use, and disclosure that differ from United States laws, you are expressly and knowingly consenting to the transfer of your personal information to the United States and other jurisdictions as indicated above, and to our use of your personal information in accordance with our Privacy Policy.

#### **4. Accessing the Website and Account Security.**

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for making all arrangements necessary for you to have access to the Website, including ensuring you have computer equipment, up-to-date browser software, and broadband Internet access that meets this Website's minimum requirements. To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. You must provide information that is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy [<http://www.miresource.com/privacypolicy>], and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website or portions of it using your user name, password or other security information. If you permit any other person to use your account, you will be responsible for their activities while using the Website. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion if, in our opinion, the continued use of that user name, password or other identifier would be inappropriate.

#### **5. Intellectual Property Rights.**

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. These Terms of Use permit you to use

the Website for your personal, non-commercial use only (except that registered providers or programs may additionally use the Website solely for their own, internal business purposes).

Your computer may temporarily store copies of such materials incidental to your accessing and viewing those materials, and your Web browser may store files that are automatically cached for display enhancement purposes. You must not otherwise reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we choose to provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use (again, with the exception of registered providers or programs, who may additionally use such applications solely for their own, internal business purposes), provided you agree to be bound by our end user license agreement for such applications.

You must not modify copies of any materials from this Website nor use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text. You must never delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website. Unless you are a registered provider or program (in which case you may post information to one of our directories solely for your own, internal business purposes) you must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website. If you wish to make any use of material on the Website other than that set out in this section, please address your request to: [info@miresource.com](mailto:info@miresource.com).

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is being transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

## **6. Trademarks.**

The Company name, the terms MIRESOURCE, INC., MIRESOURCE, WWW.MIRESOURCE.COM, the Company's brain in comment bubble logo, the Company's MiResource brain in pin drop logo, the Bertram Labs beaker logo, and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company.

All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

**7. Prohibited Uses.**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, receive, upload, download, use or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
- To transmit any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To post or publish any content or information that constitutes, purports to be, or could reasonably construed to be medical advice.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity.
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or that may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website. Without limitation, you must not:

- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material that is malicious or technologically harmful or attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.

## **8. User Contributions.**

If you are a provider or program, the Website may contain personal web pages, profiles or bulletin boards, and other interactive features (collectively, “Interactive Services”) that allow providers to post, submit, publish, display or transmit to other users or other persons information, content or materials (collectively, “User Contributions”) on or through the Website.

You must own or control all rights in and to your User Contributions, and all of your User Contributions must comply with the Content Standards set out in these Terms of Use. Any User Contribution you post to the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant the Company and its affiliates and service providers the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute and that you have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible for the content or accuracy of any User Contributions posted by you or any other user of the Website.

## **9. Monitoring and Enforcement; Termination.**

We have the right to take any actions that we consider to be appropriate to ensure that the Website is operated in an appropriate manner. We may remove or refuse to post any User Contributions for any or no reason in our sole discretion, and we may take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards; infringes any intellectual property right, privacy right, or other right of any person or entity; threatens the personal safety of users of the Website or the public; or could create liability for the Company. We may disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy. We may terminate or suspend your access to all or part of the Website for any reason that we determine to be adequate, including any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE ANY RIGHT TO ASSERT ANY CLAIMS RESULTING FROM ANY SUCH ACTION TAKEN BY THE COMPANY.

We do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we

assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

#### **10. Content Standards.**

User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use or our Privacy Policy [<http://www.beta.miresource.com/privacypolicy>]. Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising (with the sole exception of the ability for providers to post information, including contact information, about themselves and/or their practice in the Website's directories).
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

#### **11. Copyright Infringement.**

If you believe that any User Contributions violate your copyright, please see our Copyright Policy [[www.beta.miresource.com/copyrightpolicy](http://www.beta.miresource.com/copyrightpolicy)] for instructions on sending us a

notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

## **12. Reliance on Information Posted.**

The information presented on or through the Website is made available solely for general educational and informational purposes, and does not constitute (and is not intended to be) medical advice or a substitute for medical advice, diagnostic analysis, or treatment planning by a licensed provider. The information found on this site is not (and is not intended to be) a comprehensive review of any condition, drug, or body system, and it should not be used as a substitute for or replacement of clinical decision making by a licensed provider. We do not warrant the accuracy, completeness or usefulness of this information, and any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

The Website's provider and program directory function is (and is solely intended to be) an informational tool that facilitates connections between users and providers and programs. We do not take part in the interactions between users and providers or programs. We are not responsible for such interactions. You are solely responsible for such interactions. We are not a party to any relationship or any contract between users and providers or programs. We are not responsible for any such contracts or relationships. You are solely responsible for such contracts or relationships. All dealings are solely between the respective parties. A listing of any provider, practice or program on the Website is solely made available for informational purposes and does not imply our endorsement of such provider, practice or program. We do not employ or contract with any providers or programs to provide any services to users of the Website whatsoever. We therefore cannot and do not control, are not responsible for, and make no representations or warranties regarding (i) the existence, quality, suitability, reliability, safety, or legality of any goods or services described by any providers or programs, (ii) the truth or accuracy of any information supplied by providers or programs, (iii) the skills, talents, experience and/or qualifications of any providers or programs, or (iv) whether any good or service offered by providers or programs will meet a particular user's requirements. In the event that you have a dispute with one or more providers or programs, you hereby agree to release us (and all of our officers, directors, agents, investors, subsidiaries, and employees) from any and all claims, demands, damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

The Website may include content provided by third parties, including materials provided by providers or programs, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible,

or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **13. Changes to the Website.**

We may update the content on the Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

### **14. Links to Other Sites.**

You may create a link from another site that you own to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part. You may not establish a link from any website that is not owned by you and you may not link to any part of the Website other than the homepage. Any website on which you create a link must comply in all respects with the Content Standards set out in these Terms of Use. We reserve the right to withdraw linking permission without notice.

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

The Website may provide certain social media features that enable you to link from your own or certain third-party websites to certain content on the Website, send e-mails or other communications with certain content, or links to certain content, on the Website, or cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party websites. You may use these features solely as they are provided by us and otherwise in accordance with any additional terms and conditions we provide with respect to such features or which such third party websites provide with respect to such features. In addition to the limitations on linking set forth above, you may not cause the Website or portions of it to be displayed, or appear to be displayed by framing, deep linking or in-line linking on any other site.

### **15. Geographic Restrictions.**

The owner of the Website is based in the state of North Carolina in the United States. We provide the Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access



the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

**16. Disclaimer of Warranties.**

We cannot and do not guarantee or warrant that files available for downloading from the Internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**17. Limitation on Liability.**

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE

FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES. THIS DISCLAIMER INCLUDES ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**18. Indemnification.**

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

**19. Governing Law and Jurisdiction.**

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

Any legal suit, action or proceeding arising out of or related to these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States in North Carolina, or the courts of the State of North Carolina, except that we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

**20. Limitation on Time to File Claims.**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED

WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**21. Waiver and Severability.**

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**22. Entire Agreement.**

The Terms of Use, our Copyright Policy and our Privacy Policy constitute the sole and entire agreement between you and MiResource, Inc. with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

**23. Your Comments and Concerns.**

This website is operated by MiResource, Inc.

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy [<http://www.beta.miresource.com/copyrightpolicy>] in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: [info@miresource.com](mailto:info@miresource.com).