

## **Patch Health, Inc. Terms and Conditions & User Agreement .**

PLEASE READ THE DISCLAIMER AND TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. By using this Website ([www.pagingpatch.com](http://www.pagingpatch.com)) (the “Site”) or the Patch Health, Inc mobile application ( the “App”) on any computer, mobile phone, tablet, console or other device (collectively, “Device”), you signify that you have read, understand and agree to be bound by these Terms of Use and any other applicable law. Patch Health, Inc. (the “Company”, “Patch”, or “we”) may change these Terms of Use at any time without notice, effective upon its posting to the Site or to the App. Your continued use of the Site or the App shall be considered your acceptance to the revised Terms of Use. If you do not agree to these Terms of Use, please do not use this Site or the App.

***DISCLAIMER: We provide users of the Site and the App with a technology platform to schedule in-person physical therapy and/or other wellness services (a “visit”), by physical therapists or other wellness providers offering their services via the Site. Patch Health, Inc. will not, and does not, provide users with any licensed professional medical services of any kind. We also strive to create Content that would be of interest and value to individuals recovering from pain and injury. Not all founders or employees of this Site are licensed medical professionals. Use of the Site or any content on the Site, including but not limited to text, software, scripts, code, designs, graphics, photos, sounds, music, videos and all other content (“Content”) is not a substitute for working with a licensed medical professional. The information on this site is not intended to assess or diagnose health conditions and is not intended to replace the advice of a licensed physician. All individuals should consult a licensed medical professional prior to starting any exercise or movement program. The Content of this Site is intended for individual education and information purposes only.***

### *PRIVACY POLICY NOTICE*

Patch takes User privacy very seriously. For more information about our Privacy Policy, please visit [www.pagingpatch.com](http://www.pagingpatch.com).

### *PHYSICAL ACTIVITY NOTICE*

The Site may include features that promote physical activity. Consider the risks involved and consult with your medical professional before engaging in any physical activity. The Company is not responsible or liable for any injuries or damages you may sustain that result from your use of, or inability to use, the features or Content of the Site, or your participation in any physical activity depicted or described on the Site or the App.

### *OUR SERVICES*

Patch is a platform that permits you (a “User”) to select and transmit a request for physical therapy or other physical health and/or wellness services (“Services”) to licensed physical therapy and/or other health and wellness providers (“Providers”) that provide non-emergency Services in the comfort and convenience of a User’s home, office, hotel, gym, workplace, or other location provided that both the

User and the Provider are legally able to use the space (a "Visit"). The Site does not provide or arrange for any Services or any suitable or appropriate location for a Visit, nor does it provide diagnosis or medical advice. Rather, the Site is a platform that allows you, a User, to transmit a request for a Visit to a Provider, and provides the capability for the Provider to respond and schedule a Visit for you. Upon a request for a Visit, at your direction, the Site will transmit your request to a group of Providers based on the type of Provider you designate, including your location and type of pain, which will be used to determine whether a Provider provides Services in your area. If a Provider that is licensed to provide Services in the applicable Jurisdiction is available, you will then be able to schedule a Visit directly with the Provider. You are solely responsible for agreeing with the Provider upon a suitable location and ensuring that both you and the Provider may legally use that location for the Services.

If you are using the Site to request a Visit for either (1) a person who is below the legal age of majority in your jurisdiction (a "Minor"); or (2) an adult for whom you are responsible for administering or arranging for care (an "Adult Care Recipient"), you must be available during the Provider's visit with the Minor or Adult Care Recipient, or have provided authorization for a third party in whose care the Minor or Adult Care Recipient is entrusted to consent to medical care of the Minor or Adult Care Recipient (subject to applicable laws). You are responsible for payment for the Services provided the Minor or Adult Care Recipient, and you are assuming the obligations of this Agreement as they relate to the Minor or Adult Care Recipient.

Patch does not participate in the interaction between Providers and Users except to charge Users fees that include administrative fees for Patch and professional fees for Providers associated with Visits. Patch does not share in the professional fees collected for any Provider services and derives its sole payment from you in the form of administrative fees. Patch has no control over and is not responsible for the acts or omissions of any Users or Providers on or off the Site. You understand and agree that Patch does not provide any diagnosis or treatment itself and nothing provided by Patch, including any Content on the site and /or statements or acts by Users or Providers, shall be construed as the practice of medicine or providing medical services. You also understand and agree that Patch makes no representation or warranty regarding the quality of any services provided by any Provider. Patch is not responsible for the accuracy or reliability of any information provided, on or off the Site, by any Provider or any User.

IF YOU CHOOSE TO BE CONNECTED WITH A PROVIDER, AN ELECTRONIC SERVICE REQUEST NOTIFICATION WILL BE SENT TO A PROVIDER. IF A PROVIDER ACCEPTS, AN IN-PERSON MEETING BETWEEN YOU AND A PROVIDER, AT A LOCATION OF YOUR CHOOSING MAY OCCUR. THE SITE IS EXCLUSIVELY FOR ACCOUNT MANAGEMENT AND TO PROVIDE YOU WITH INFORMATION REGARDING A PROVIDER THAT PROVIDES SERVICE IN YOUR AREA. NO MEDICAL CARE OR ADVICE SHALL BE PROVIDED DIRECTLY TO YOU FROM OUR SITE.

BY USING THE SITE OR OUR SERVICES YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT PATCH IS NOT A PROVIDER NOR ARE PATCH SCHEDULERS MEDICALLY TRAINED PERSONNEL.

PATCH EXPRESSLY DISCLAIMS, AND YOU EXPRESSLY RELEASE PATCH AND ITS OWNERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND AFFILIATES FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY DAMAGES, SUITS, CLAIMS AND/OR CONTROVERSIES THAT HAVE ARISEN OR MAY ARISE FROM AND/OR IN ANY WAY RELATE TO ANY ACTS OR OMISSIONS OF A PROVIDER AND/OR USERS ON OR OFF THE SITE OR IN CONNECTION WITH THE SERVICES, INCLUDING WITHOUT LIMITATION THE PROVISION OF ANY SERVICES BY ANY PHYSICAL THERAPIST.

DO NOT USE THE SITE FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, PLEASE CALL 911.

## *USER ACCOUNTS*

### **Creating a User Account**

Prior to receiving, and in order to receive the Services, you (a User), must create a User Account by registering through the Site. It is imperative that you provide accurate and truthful information during the registration process (your “Registration Information”). By submitting the registration information requested you represent and warrant to us that all of the personal information you provide during this process is true and correct. You also agree that you will promptly update all Registration Information to keep it true, accurate, and complete.

We reserve the right to refuse or cancel your registration or your use of the App and/or the Services if we determine that you have not provided complete and accurate information regarding your identity and/or have otherwise not provided accurate information.

You also agree that you will not choose or use a user name that: (i) belongs to another person or is used with the intent of impersonating another person; (ii) contains obscene, vulgar or hateful language; or (iii) is subject to any rights of a person other than you without appropriate authorization. You may never use another person’s log in details to access the App and/or Services. Patch reserves the right to take any and all actions available to it including, without limitation, permanently terminating your access to the Site and the App, if you violate any of these terms.

You agree to keep your password confidential. You agree to notify us immediately of any unauthorized use of your user name or password or if you believe that your password is no longer confidential. You will be responsible for any activities that occur under your Account until you terminate your Account in accordance with these Terms. We reserve the right to require you to alter your user name and/or password if we believe that your Account is no longer secure. We will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared computer or using unencrypted email to discuss private matters with a Patch representative or any Provider, so that others are not able to view, record or intercept your password or other personal information. You have been informed of the risks of transmitting your personal information by an unsecured means.

Once it is received, your personal information and that of any Minor or Adult Care Recipient for whom you are responsible is kept secure by us, in accordance with applicable law.

### **Eligibility and Account Use Restrictions**

You must be 18 years of age or older to use the App. You understand that there may be no Providers in your area and we cannot guarantee that health care professionals will be available to provide Visits in your area. If you are requesting a Visit for a Minor or Adult Care Recipient, you must be the parent, guardian or other personal representative with the authority to make health care decisions for the Minor or Adult Care Recipient. If you are requesting a Visit for another adult, you must be legally authorized to do so. By using the App and requesting a Visit you represent that you are at least 18 years of age, are the

parent, guardian or other personal representative for a Minor or Adult Care Recipient, or are legally authorized to request a Visit for an adult that is not yourself.

You must notify us immediately of any change in your eligibility to use the Services including any breach of security or unauthorized use of your registration with Patch.

You will not use any information obtained from the Site in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any User or Provider. You will not: (i) interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site; (ii) introduce software or automated agents to the Site so as to produce multiple Accounts, generate automated messages, or to strip or mine data from the Site; (iii) reverse engineer the Site or assist another in the same; or (iv) engage in any fraudulent, illegal, or unauthorized use of the Site. You will not attempt to hire any Provider that you met via the Site to provide individual services for you, outside the confines of the Site. You will not attempt to impersonate another User or person, including, without limitation, any employee of Patch. At all times, you will use the Site in a manner consistent with any and all applicable laws and regulations. Patch reserves the right to take any and all actions available to it including, without limitation, permanently terminating your access to the Site and the App, if you violate any of these terms.

### **Ordering Services**

Prior to receiving a Visit, you must agree to the Authorization Form, and each time you order a Visit you must provide payment for the Visit in advance as described in these Terms. If your payment method is declined for any reason, the Provider shall be under no obligation to furnish Services to you until you provide a valid, approved payment method. To order a Visit, you must be at least 18 years of age. On a first visit, a Physical Therapist will be selected for you based on his/her proximity and/or availability to you. You will receive confirmation by e-mail, push notification, or text message indicating that your order has been placed and the Physical Therapist has accepted the Visit order. On subsequent visits you may select a Physical Therapist previously seen or request a new Physical Therapist. All follow-up visits with a Physical Therapist must be scheduled via the Site.

### *FEES AND PAYMENT*

#### **Payment Terms**

At the time that you request any Visit, you will be required to give us a valid credit card number, issued by an issuer accepted by us. You agree that by confirming a Visit request, you are authorizing Patch to invoice the designated payment method for the amount due, and that no additional notice or consent is required before Patch invoices the designated payment method. You agree to pay all such fees and charges incurred in connection with your use of the Site. You agree to provide Patch with complete and accurate billing and contact information, and you acknowledge that if you provide false or fraudulent billing and / or contact information, Patch may terminate your access to the Site in addition to pursuing any other legal remedies. Patch reserves the right, at any time, to change its prices and billing methods for Visits and/or other products and services provided and/or sold upon the Site.

You acknowledge that the fees and charges incurred in connection with your use of the Site and any requested Visits, even if billed collectively, consist of two distinct fees: (i) an administrative fee for Patch's services and (ii) a professional fee for Provider's Services associated with the Visit.

## **Order Acceptance**

A confirmation email provided to you outlining an electronic order confirmation does not signify Patch's acceptance of your order. Your order will be considered accepted at the time an assigned Provider accepts your Visit request and provides you with specific Visit information. In the event that your assigned Provider and /or any other Provider cannot perform Services for any reason, Patch reserves the right at any time after receipt of your order to decline your order. In the event that your request is declined, Patch will return your payment using the same payment method designated by you on your order.

## **Order Cancellation**

At the time that you request a Visit, a hold will be placed on your designated payment method for the Visit fee outlined. Your designated payment method will not be charged for the Visit fee until no earlier than 24 hours prior and no later than 1 hour prior to your scheduled Visit is set to begin. You may cancel your Visit without charge up to 24 hours prior to the scheduled Visit time. If you cancel within 24 hours prior to the scheduled Visit time, your designated payment method will be charged cancellation fees totaling 50% of the Visit fee. If you cancel within 1 hour prior to the scheduled Visit time, your designated payment method will be charged cancellation fees totaling 100% of the Visit fee. Changes within 24 hours are permitted as long as changes are requested prior to four (4) hours prior to the scheduled Visit time. If changes are requested within 4 hours of the scheduled Visit time, a change fee of \$25 will apply, and your designated payment method will be charged \$25.

## *INTELLECTUAL PROPERTY*

All intellectual property on the Site is owned by Patch, which includes materials protected by copyright, trademark, or patent laws. The Site is provided solely for your personal noncommercial use or for use for the benefit of someone you are legally authorized to act for. You may not use any information, data, Content, and/or exercises available on the Site in a manner that constitutes an infringement of our rights or that has not been authorized by us. More specifically, unless explicitly authorized by the Company, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Site. You may, however, print a copy of Content for your personal, non-commercial use or for the benefit of someone you are legally authorized to act for, provided that you keep intact all copyright and other proprietary notices. All Content on the Site is a collective work under the United States and other copyright laws and is the proprietary property of Patch; All rights reserved.

You further agree that you will not: (a) make any Content available to, or use any Content for the benefit of, anyone other than yourself, (b) include any Content in a service bureau or outsourcing offering, (c) interfere with or disrupt the integrity or performance of the Site, any Content or third-party data contained therein, (d) attempt to gain unauthorized access to the Site, any Content or its related systems or networks, (e) frame or mirror any part of the Site or Content, (f) access any portion of the Site or Content in order to build a competitive product or service, or (g) reverse engineer, decompile, modify or create any derivative work from any portion of the Site or Content (to the extent such restriction is permitted by law).

By posting or submitting any material (including, without limitation, photos, exercise instructions, videos and other content) to us via the Site and/or by email, you are representing that you are the owner of the material, or are making your posting or submission with the express consent of the owner of the material. In addition, when you submit or post any material, you are granting us, and anyone authorized by us, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such material, in whole or in part, in any manner or medium, now known or hereafter developed, for any purpose. The foregoing grant shall include the right to exploit any proprietary rights in such posting or submission, including, but not limited to, rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction.

You acknowledge that the Company has the right but not the obligation to use and display any postings or contributions of any kind and that Company may elect to cease the use and display of any such materials (or any portion thereof), at any time for any reason whatsoever.

#### *PERMITTED USE*

The Content accessed on this Site, including but not limited to, all exercises detail, are provided only for your own non-commercial personal use, general information and convenience. You agree not to change or delete any ownership notices from materials downloaded or printed from the Site. You agree not to modify, copy, translate, broadcast, perform, display, distribute, frame, reproduce, republish, download, display, post, transmit or sell any Intellectual Property or Content appearing on the Site, without Patch's prior written consent. You agree not to use any data mining, robots, scraping or similar data gathering methods. Nothing in these Terms of Use shall be interpreted as granting any license of intellectual property rights to you.

#### *THIRD PARTY AND OTHER USERS*

##### **Third Party Content**

Content from other persons (including any Users and Physical Therapists), advertisers, and other third parties may be made available to you through the Site. Because Patch does not publish (as such term is defined in Section 230 of the Communications Decency Act of 1996, 47 U.S.C. § 230, or any successor statute) control such Content, you agree that Patch is not responsible for any such Content, including advertising and information about third party products or services. Because Patch does not have control over such Content, Patch makes no guarantees about the accuracy, currency, suitability, or quality of such Content, and Patch assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful Content made available by other persons (including any Users), advertisers, and third parties.

##### **Responsibility**

Your interactions with other persons (including any Users and Physical Therapists) or third parties using the Site, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the other person or third party. You agree that Patch will not be responsible for any loss or damage incurred as the result of any such dealings or with respect to any other User's use or disclosure of your personally identifiable information.

#### *INDEMNIFICATION*

You agree to indemnify, defend, and hold harmless Patch, its owners, shareholders, affiliates, officers, directors, employees, agents, licensors and suppliers from and against all claims, losses, liabilities, expenses, damages and costs, including, without limitation, attorneys' fees, arising from or relating in any way to your Personal Information, your use of the Site, your conduct in connection with the Site or with other Site users, or any violation of these Terms of Use, any law or the rights of any third party.

#### *DISCLAIMER OF WARRANTIES & LIABILITIES*

Patch is not responsible or liable for or for any offensive, unlawful or objectionable content you may encounter on or through the Site that was published by any person other than Patch. The Site is provided "AS IS" and without warranties of any kind. To the fullest extent permitted by law, Patch disclaims all warranties, express or implied, including, but not limited to, implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Patch cannot guarantee and does not promise any specific results from use of the Site. Patch does not represent or warrant that the Site will be uninterrupted or error-free, that any defects will be corrected, or that this Site or the server that makes the Site available are free of viruses or anything else harmful. To the fullest extent permitted by law, Patch does not make any warranties or representations regarding the use of the materials or Content on the Site in terms of their correctness, accuracy, adequacy, usefulness, reliability or otherwise. You understand and agree that you obtain Content at your own risk, and that you will be solely responsible for your use and any damage to your mobile Device, computer system or other Device in which you access the Site, loss of data or other harm of any kind that may result. Patch reserves the right to change any and all Content and other items used or contained on the Site at any time without notice. Some states limit or do not permit limitations or exclusions on warranties, so some or all of the above limitations may not apply to you. Patch intends the foregoing limitations to apply to the fullest extent permissible under applicable law.

By accepting these Terms and Conditions of Use, you agree that the use of the Site or the content herein, even if following instructions or a set of exercises from the Site is only offered suggestively and cannot result in any liability to Patch.

PATCH SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA, THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS SITE OR THE CONDUCT OF OTHER SITE USERS (WHETHER ONLINE OR OFFLINE), EVEN IF PATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE. YOUR ONLY REMEDY AGAINST PATCH FOR USE OF THE SITE OR ANY CONTENT IS TO STOP USING THE SITE. THAT SAID, IF PATCH IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH IS IN ANY WAY CONNECTED WITH YOUR USE OF THIS SITE OR ANY CONTENT, PATCH'S LIABILITY SHALL NOT EXCEED US\$100.00. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. PATCH INTENDS THE FOREGOING LIMITATIONS TO APPLY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

#### MISCELLANEOUS

You agree that this Site shall be deemed a passive website solely based in Nashville, Tennessee, which does not give rise to personal jurisdiction over Patch in jurisdictions other than Tennessee. You agree that this Site, Terms of Use, Privacy Policy and any dispute between you and Patch shall be governed in all

respects by Tennessee law, without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. Except where prohibited, you agree that all disputes, claims and legal proceedings directly or indirectly arising out of or relating to this Site shall be resolved individually, without resort to any form of class action, and exclusively in the state or federal courts located in Davidson County, Tennessee. Your use of the Site or the App shall be deemed your consent to 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 Davidson County, Tennessee. Any cause of action or claim you may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises. By using the Site, you agree to receive certain electronic communications from Patch. You agree that any notice, agreement, disclosure or other communication that Patch sends you electronically will satisfy any legal communication requirements, including that such communications be in writing. Patch's failure to insist upon or enforce strict performance of any of these Terms of Use shall not be considered a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall modify any of these Terms of Use. Patch may assign its rights and duties under these Terms of Use to any party at any time without notice to you.

#### SEVERABILITY

If any provision in these Terms of Use is deemed unlawful, invalid, void or unenforceable, then that provision is deemed severable from these Terms of Use and the remaining provisions are still valid and enforceable to the fullest extent permitted by law.

#### TERMINATION

Patch reserves the right in its sole discretion to terminate your account and restrict your use of all or any part of the Site for any or no reason, without notice, and without liability to you or anyone else. Patch also reserves the right to block users from certain IP addresses or Device numbers and prevent access to the Site. These Terms of Use remain in effect even after your account is terminated. Your right to use the Site will end once your registration is terminated, and any data you have stored on the Site may be unavailable later, unless we are required to retain it by law. The Terms of Use relating to Intellectual Property, Indemnification, User Interaction Disclaimer, Warranty Disclaimer, Limitation of Liability, Miscellaneous, Severability and terms that by their nature may survive termination shall survive any termination. You may terminate your registration at any time, but agree that we will not be held liable to you or any other party for any termination of your access to the site.

#### *ELECTRONIC COMMUNICATION*

Communication between you and Patch will in part be conducted through electronic means, including, without limitation, through the Site, e-mails, and/or SMS. For contractual purposes, you (a) consent to receive communications from Patch in an electronic form; and (b) agree that all terms and conditions, Terms, notices, disclosures, and other communications that Patch provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in writing. The foregoing does not affect your statutory rights.

#### *GEO-LOCATION FUNCTIONALITY*

The Services include and make use of certain functionality and services provided by third parties that allow Patch to include maps, geocoding, places and other content from Google, Inc. ("Google") as part of the

Services (the “Geo-Location Services”). Your use of the Geo-Location Services is subject to Google’s then current Terms of Use for Google Maps/Google Earth ([http://www.google.com/intl/en\\_us/help/terms\\_maps.html](http://www.google.com/intl/en_us/help/terms_maps.html)) and by using the Geo-Location Services, you are agreeing to be bound by Google’s Terms of Use.

#### *DISCLAIMERS REGARDING PROVIDERS*

PATCH DOES NOT REFER, RECOMMEND, OR ENDORSE ANY PROVIDER THAT LICENSES THE APP. ANY STATEMENTS, PROGRAMS, OPINIONS, OR OTHER INFORMATION THAT MAY BE PROVIDED TO YOU BY A PROVIDER ARE SOLELY ATTRIBUTABLE TO THE PROVIDER AND NOT PATCH. RELIANCE ON ANY INFORMATION PROVIDED BY ANY PROVIDER ON OR THROUGH THE APP, SERVICES OR OUR SITE IS SOLELY AT YOUR OWN RISK. PATCH MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, ABILITY OR THE EFFICACY, ACCURACY, COMPLETENESS, TIMELINESS OR RELEVANCE OF THE INFORMATION PROVIDED BY ANY PROVIDER AND/OR THE SERVICES PROVIDED BY SAID PROVIDER OR BY THIRD PARTIES FEATURED ON OR THROUGH THE APP, SERVICES OR OUR SITE. PROVIDERS ARE RESPONSIBLE FOR COMPLYING WITH REGULATORY AND LOCAL REQUIREMENTS FOR MALPRACTICE AND LIABILITY INSURANCE. ALL INTERACTIONS WITH PROVIDERS ARE BETWEEN YOU AND THE LICENSED HEALTH CARE PROFESSIONAL. BY USING THE APP, SERVICES, OR SITE, YOU AGREE NOT TO HOLD PATCH LIABLE IN ANY WAY FOR ANY MALPRACTICE OR SUBSTANDARD TREATMENT THE PROVIDER MAY RENDER TO YOU OR ANY MINOR OR ADULT CARE RECIPIENT FOR WHOM YOU ARE RESPONSIBLE. IN NO EVENT SHALL PATCH BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU, ANY MINOR OR ADULT CARE RECIPIENT FOR WHOM YOU ARE RESPONSIBLE, OR ANYONE ELSE IN CONNECTION WITH YOUR USE OF THE APP, SERVICES OR OUR SITE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM YOUR USE OF ANY INFORMATION, PROGRAM OR SUGGESTION PROVIDED TO YOU BY A PROVIDER OR COMMUNICATIONS OR MEETINGS BETWEEN OR AMONG YOU, ANY MINOR OR ADULT CARE RECIPIENT FOR WHOM YOU ARE RESPONSIBLE, AND ANY PROVIDERS, MEMBERS OR ANY OTHER PERSONS YOU MEET THROUGH THE APP, SERVICES OR OUR SITE. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH PROVIDERS PARTICULARLY IF YOU OR ANY MINOR OR ADULT CARE RECIPIENT FOR WHOM YOU ARE RESPONSIBLE DECIDES TO MEET OFFLINE OR IN PERSON.

#### *ARBITRATION*

You agree that any claim, dispute, or controversy you may have against Patch arising out of, relating to, or connected in any way with these Terms, the App, the Site or the Service, including any question regarding its existence, validity, or termination, as well as any challenge to the tribunal’s jurisdiction, shall be resolved by means of binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (except where those Rules conflict with provisions in these Terms, in which case these Terms shall govern). The arbitration hearing shall take place in Nashville, Tennessee before a single arbitrator. The seat of the arbitration shall be Tennessee. The arbitrator will, in rendering its decision, apply the substantive law of the State of Tennessee, without giving effect to conflict of law provisions that may require the application of the laws of another jurisdiction. The decision and award rendered by the arbitrator will be final and non-appealable (except for an alleged act of corruption or fraud on the part of the arbitrator). The arbitrator shall be a practicing attorney or retired judge with

at least fifteen years total working experience as such. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, either party may immediately bring a proceeding seeking preliminary injunctive relief in a court having jurisdiction thereof which lies within the territorial boundaries of Davidson County, Tennessee.

The arbitrator shall issue a reasoned decision, which shall include findings of facts and conclusions of law.

The arbitrator shall require exchange by the parties of (i) the name and, if known, address and telephone number of each person likely to have knowledge of relevant information, identifying the subjects of the information, and (ii) non-privileged documents, including those in electronic form, that are relevant to the issues raised by any claim, defense or counterclaim or on which the producing party may rely in support of or in opposition to any claim, defense or counterclaim. The arbitrator shall limit such production based on considerations of unreasonable expense, duplication and undue burden. These exchanges shall occur no later than a specified date within 60 days following the appointment of the arbitrator.

At the request of a party, the arbitrator may at his or her discretion order the deposition of witnesses. Depositions shall be limited to a maximum of three depositions per party. Each deposition shall be a maximum of six hours in duration, unless the arbitrator otherwise determines. The arbitrator may allow such other discovery as he or she determines is reasonably necessary for a fair determination of the dispute; however, no party shall be directed to produce in excess of 5,000 pages of documents or produce more than five witnesses for depositions except upon order of the arbitrator after a showing of substantial necessity. In addition, notwithstanding the foregoing sentence, no interrogatories, requests for admission, or written depositions shall be allowed by the arbitrator, except that each party may serve ten interrogatories within 60 days following the appointment of the arbitrator. These interrogatories may ask a party about their contentions and bases for their claims or defenses. Any dispute or objections regarding discovery or the relevance of evidence shall be determined by the arbitrator, and shall generally be in accordance with Tennessee law. All discovery shall be completed within 120 days following the appointment of the arbitrator, unless the arbitrator otherwise determines.

No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation under the law of the state of Tennessee. Notwithstanding the foregoing, all claims shall be barred after one year from the occurrence of the event or events giving rise to the controversy, claim, dispute or breach.

You may bring claims against Patch in your individual capacity only, and not by way of any purported class, collective, or representative actions or arbitrations. Individual arbitrations may not be combined without consent of all parties.

The arbitrator is not authorized to award punitive, special, exemplary, incidental or consequential damages, or other damages not measured by the prevailing party's actual damages. An award of damages shall include pre-award interest at the rate of 4 percent from the time of the act or acts giving rise to the award. Each party shall bear its own costs, fees and expenses of arbitration.

The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce

the award and for disclosure in confidence to the parties' respective attorneys, tax advisors and senior management and to family members of a party who is an individual.