

TERMS OF USE
- eTrueNorth COVID Temporary -

Last updated: April 12, 2020

TERMS OF USE

Please read these terms of use (“Terms”) carefully before using this web site (“Site”). The Terms constitute an agreement between e3 Health Solutions LLC dba eTrueNorth (“eTrueNorth”) and you governing your access to and use of the Site. By accessing or using the Site, you and any entity you are authorized to represent (“you” or “your”) agree to be bound by the Terms. We may modify these terms at any time without notice to you by posting revised terms on our Site. Continued use of our Site constitutes your binding acceptance of any modifications hereto.

1. Use of the Site

You represent that you have read and agree to be bound by the Terms. You further agree to comply with U.S. or other applicable law regarding the transmission of any information obtained from the Site in accordance with the Terms, not to use the Site for illegal purposes, and not to interfere or disrupt the networks connected to the Site.

2. Login; Registration

eTrueNorth may permit users of the Site (“Users”) to register on the Site and make certain services available to individuals who register (“Registered Users”).

3. Internet Access

You acknowledge and agree that in connection with your use of the Site you must:

- a. provide for your own access to the World Wide Web and pay any service fees associated with such access, and
- b. provide all equipment necessary for you to make such access and connection to the World Wide Web, including a computer, software, a modem and a means of connecting to or accessing the Internet. eTrueNorth shall not be responsible for any malfunctions, errors, crashes or other adverse events that may occur from your use of the Site.

4. Intellectual Property

This Site and its contents (“Content”) are protected by copyright and other intellectual property laws and may not be copied or imitated in whole or in part. All trademarks, service marks, trade dress and other intellectual property rights associated with the Site and the Content are the sole property of eTrueNorth or its affiliates. The Content is also protected as a collective work or compilation under U.S. copyright and other laws and treaties. All individual articles, columns and other elements making up the Content are also protected by such copyright laws and treaties. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained on the

Site. eTrueNorth does not convey, through allowing access to the Site, any ownership rights in the Site or in any Content. You may not copy, modify, translate, transmit, distribute, adapt, re produce, decompile, reverse engineer or disassemble any part of Site or the Content.

If you believe that a Web page hosted by eTrueNorth is violating your rights under U.S. copyright law, you may file a complaint of such claimed infringement with eTrueNorth designated agent in the manner described below.

By Mail:

eTrueNorth
602 Strada Circle; Ste. 116
Mansfield, TX 76063

By Email: compliance@etrueorth.com

5. Limitations on Use

- a. You agree not to access or use the Site or Content to:
- b. Transmit or communicate any data that is unlawful, harmful, threatening, abusive, misleading, harassing, defamatory, vulgar, obscene, invasive of another's privacy, or otherwise objectionable material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law.
- c. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted to other users;
- e. Upload or input the Site with any information which contains software viruses, Trojan horses, worms, time bombs, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the Site, any computer software or hardware or telecommunications equipment;
- f. In any manner that, in eTrueNorth's judgment, adversely affects the performance or function of the Site or interferes with the ability of authorized parties to access the Site or the Contents;
- g. In a manner not expressly permitted under the Terms.

Additionally, if in eTrueNorth's sole discretion you choose a login name that is obscene, indecent, abusive or that might otherwise subject us to public disparagement or scorn, we reserve the right, without prior notice to you, to automatically change your login name, delete your posts from our sites, discontinue or suspend you access to our sites, or any combination of these options.

6. Unauthorized Access

Unauthorized access to the Site is a breach of these Terms and a violation of the law. You agree not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of our sites, except those automated means that we have approved in advance and in writing.

7. Termination

eTrueNorth may discontinue or suspend the Site at any time without notice, and eTrueNorth may block, terminate or suspend Your access to the Site at any time for any reason in its sole discretion, even if access to the Site continues to be allowed to others. Upon such suspension or termination, You must immediately discontinue use of the Site. You acknowledge and agree that Site shall not be liable to You or any third party for any termination or suspension of Your access to the Site.

8. Disclaimer of Warranty

The Site and Content are provided “as is”. eTrueNorth, its affiliates, licensors, partners and suppliers, to the fullest extent permitted by law, disclaim any and all warranties, express or implied, statutory or otherwise, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, non-infringement of third parties' rights and your ability or inability to use site and its content. eTrueNorth and its affiliates, licensors, partners and suppliers make no representations or warranties about the accuracy, completeness, or timeliness of the content, results obtained, information or services provided on or through the use of the site. No information obtained by you from the Site shall create any warranty not expressly stated by eTrueNorth in the terms. Use of the site and its content is at your own risk.

Some jurisdictions do not allow limitations on implied warranty, so the limitations and exclusions in this section may not apply to you. If you are dealing as a consumer, your statutory rights that cannot be waived, if any, are not affected by these provisions. You agree and acknowledge that the limitations and exclusions of liability and warranty provided in these terms of use are fair and reasonable.

9. Limitation of Liability

To the maximum extent permitted by law, in no event shall eTrueNorth, its affiliates, its licensors, its partners or its suppliers be liable for any incidental, indirect, exemplary, punitive and consequential damages, lost profits, or damages resulting from lost data or business interruption resulting from the use of or inability to use the site, the content, results obtained, information or services whether based on warranty, contract, tort, or any other legal theory, and whether or not eTrueNorth has been advised of the possibility of such damages. To the extent permitted by law, the remedies stated for you in these terms of use are exclusive and are limited to those expressly provided for in these terms of use.

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

10. Indemnity

You agree to defend, indemnify and hold harmless eTrueNorth, its affiliates, licensors, partners and suppliers, and their respective officers, directors, employees, agents and representatives from any and all claims, including, but not limited to, claims for defamation, violation of rights of publicity and/or privacy, copyright infringement, or trademark infringement arising from Your use of the Site or violation of these Terms.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

11. Link to Other Sites

From time to time, eTrueNorth may provide links on the Site that will allow You to visit the web sites of third parties. Neither these web sites nor the companies sponsoring these web sites are controlled by eTrueNorth. eTrueNorth makes no representations concerning the information provided nor does eTrueNorth endorse the products or services offered by these web sites. Your use of these web sites or their products or services is at your own risk. eTrueNorth expressly disclaims all liabilities associated with these third-party web sites and product or services.

12. Governing Law; Venue and Jurisdiction

The Terms shall be governed and construed in accordance with the laws of the State of Texas without giving effect to the conflict of laws principles thereof. You hereby expressly agree to irrevocably submit to the exclusive jurisdiction and venue of the State and Federal Courts located in Tarrant County in the State of Texas, for the purposes of any suit, action or other proceeding arising out of or based upon the Terms or the subject matter hereto.

13. Relationship

You acknowledge and agree that Your access and use of the Site does not create any agency, partnership or joint venture relationship between the You and eTrueNorth.

14. Severability; Waiver

In the event that any provision of the Terms is inoperative or unenforceable for any reason, such provision shall be enforced to the maximum extent permitted by law and the invalidity of such provision shall not affect the enforceability and validity of remaining provisions of the Terms.

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

15. Complete Agreement

Except as expressly provided in a separate license, service or other written agreement between You and eTrueNorth, these Terms constitute the entire agreement between You and eTrueNorth with respect to the use of the Site, its Content, any software or service, information, and supersede all discussions, communications, conversations and agreements concerning the subject matter hereof.

16. Notices

All notices and other communications under the Terms must be in writing and will be deemed to have been duly given when:

- a. delivered by hand (with written confirmation of receipt);
- b. sent by fax (with written confirmation of receipt) or electronic mail (with a reply confirming receipt), provided that a copy is mailed by registered mail, return receipt requested; or when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested). Notices shall be delivered to You at Your address on record with eTrueNorth. You may provide notices to eTrueNorth via email to compliance@etrueorth.com or by writing to eTrueNorth, 602 Strada Circle; Ste. 116; Mansfield, TX 76063.