

## OnBoard Authorized User Terms of Use

Last updated on February 26, 2020

### 1. AGREEMENT

THE TERMS AND CONDITIONS SET FORTH BELOW (the “Terms”) GOVERN YOUR USE OF THE SITE (AS DEFINED BELOW) AND THE WEB-BASED ELECTRONIC RECORDS (WER) AND PATIENT COLLABORATION PLATFORM (CURRENTLY NAMED ‘OnBoard PASSPORT’) SERVICE (AS MORE FULLY DESCRIBED BELOW) MADE AVAILABLE TO YOU ON OR THROUGH THE SITE (the “**Service**”). THESE TERMS ARE A LEGAL CONTRACT BETWEEN YOU **OnBoard LLC**. (“**OnBoard**”, “**we**” or “**us**”) AND GOVERN YOUR ACCESS TO, AND USE OF, THE OnBoard WEBSITE LOCATED AT [WWW.OnBoard.COM](http://WWW.OnBoard.COM), OR ANY OTHER OnBoard WEBSITE OR SUBSITE (COLLECTIVELY, THE “Site”) TO WHICH THESE TERMS ARE INTENDED TO APPLY. ALL REFERENCES TO “SITE” INCLUDE ANY OnBoard SOFTWARE THAT OnBoard PROVIDES TO YOU, INCLUDING WITHOUT LIMITATION, IN A MOBILE APPLICATION. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE SITE, ANY SERVICES MADE AVAILABLE THROUGH THE SITE OR ANY INFORMATION CONTAINED ON THE SITE. BY CLICKING TO ACCEPT THESE TERMS OR BY USING THE SITE AND/OR SERVICE YOU SHALL BE DEEMED TO HAVE AGREED TO ABIDE BY EACH OF THE TERMS SET FORTH BELOW.

YOU ARE ONLY PERMITTED TO USE THE SITE AND SERVICE TO THE EXTENT YOU HAVE BEEN GIVEN PERMISSION BY THE GROUP, COMPANY OR OTHER LEGAL ENTITY OR ORGANIZATION (COLLECTIVELY, THE “**COMPANY**”) ON WHOSE BEHALF YOU ACCESS AND USE THE SITE AND SERVICE AS AN ‘AUTHORIZED USER’ FOR PROFESSIONAL PURPOSES ON YOUR COMPANY’S BEHALF. IN ADDITION TO THESE TERMS, YOU ARE REQUIRED TO COMPLY WITH ANY INSTRUCTIONS, REQUIREMENTS OR POLICIES OF YOUR COMPANY IN CONNECTION WITH YOUR USE OF THE SITE AND SERVICE TO THE EXTENT THEY DO NOT CONFLICT WITH THESE TERMS.

YOUR COMPANY HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT WITH OnBoard GOVERNING YOUR COMPANY’S USE OF THE SITE AND SERVICE. IF YOU BREACH THESE TERMS, THEN IN ADDITION TO ANY RIGHTS AND REMEDIES AVAILABLE TO OnBoard, SUCH BREACH MAY ALSO HAVE CONSEQUENCES FOR YOUR COMPANY AND YOUR COMPANY MAY ALSO HAVE REMEDIES AGAINST YOU. IF WE TERMINATE YOUR USE OF THE SITE OR SERVICE BECAUSE YOU HAVE BREACHED THESE TERMS, WE WILL NOTIFY YOUR COMPANY AND WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY ACTION THAT YOUR COMPANY TAKES AGAINST YOU OR ANY OTHER CONSEQUENCES ARISING FROM YOUR BREACH OF THESE TERMS.

OnBoard MAY MAKE CHANGES TO THE CONTENT AND SERVICES OFFERED ON THE SITE AT ANY TIME. OnBoard CAN CHANGE, MODIFY OR ADD OR REMOVE PROVISIONS OF THESE TERMS AT ANY TIME BY POSTING UPDATED TERMS OF USE ON THE SITE AND/OR BY PROVIDING YOU WITH NOTICE OF SUCH CHANGES BY EMAIL USING THE EMAIL ADDRESS ASSOCIATED WITH YOUR OnBoard ACCOUNT. IF ANY CHANGE, MODIFICATION, ADDITIONAL PROVISION OR REMOVAL OF A PROVISION IS UNACCEPTABLE TO YOU, YOU SHALL CEASE USING THE SITE AND THE

SERVICE. IF INSTEAD, YOU CONTINUE TO USE THE SITE AND/OR THE SERVICE, YOU WILL BE CONCLUSIVELY DEEMED TO HAVE ACCEPTED THE CHANGE.

## **2. Eligibility**

These Terms form a legally binding contract between you and OnBoard. By using the Site and Service, you represent, acknowledge and agree that you are at least 18 years of age; the Site and Service are not intended for Company authorized users under the age of 18. OnBoard may terminate these Terms and your use of the Site and Service if OnBoard, in its sole discretion, believes that you are under the age of 18.

In addition, you are only eligible to use the Service if: (a) your Company has invited you to use the Service via an OnBoard-issued email or text message invitation; (b) you have provided the necessary identity and professional credentials documents and/or information requested by OnBoard; and (c) you have used the invitation code in such invitation to register with OnBoard to open an OnBoard Account as specified below in these Terms.

## **3. Service Features**

Certain features of the Service (collectively, the “**Third Party Service Features**”) permit you to access and use services and content which are provided by third party suppliers who have contracted with OnBoard to permit such use. All references to “Service” in this Agreement include the Third Party Service Features except as otherwise expressly set forth in this Agreement. OnBoard has been granted the right by its third party suppliers to enable you (or your Company) to access the Third Party Service Features; however, OnBoard may be required to suspend and/or terminate use of a Third Party Service Feature at any time, to the extent required by the applicable third party supplier for any reason. Your use of certain Third Party Service Features may be subject to the third party supplier’s terms and conditions; any such terms will be provided to you (or your Company) when you (or your Company) access the relevant Third Party Service Feature for the first time. Such terms are solely between you (or your Company) and the third party supplier; OnBoard has no control over such terms and they do not affect the terms of these Terms as between you and OnBoard. OnBoard does not monitor, review, edit or otherwise control content or other information provided through the Third Party Service Features and your use of such information is solely at your own risk and OnBoard expressly disclaims any liability arising from your use of or reliance on such information or otherwise arising from any act or omission of OnBoard’s third party suppliers.

*IMO Service*

You acknowledge and agree to the [IMO End-User License Agreement](#) for the following products from Intelligent Medical Objects, Inc. ("IMO"): Problem IT terminologies, contained in the Site and Service.

#### **4. Professional Responsibility**

You acknowledge that the professional duty to the Patient in providing *healthcare services* lies solely with the healthcare professional providing patient care services. As between you and OnBoard, you take full responsibility for the use of all information provided through the Service in providing patient care. Clinical information, if any, provided through the Service is intended as a supplement to, and not a substitute for, the knowledge, expertise and judgment of professional personnel. OnBoard and its suppliers disclaim all liability for the use of any information or results provided by, or obtained through, the Service and used by professional personnel. OnBoard and its suppliers are not liable for your actions which may result in any liability due to malpractice or failure to warn. OnBoard and its suppliers provide no medical or other professional advice in connection with this Agreement, the Service and the information contained therein. You acknowledge that a licensed professional is responsible for independently reaching any medical or other professional judgment, and for any resulting diagnosis and treatments, notwithstanding any use of the Service by such professional. The absence of a warning for a given drug or drug combination should not be construed to indicate that the drug or drug combination is safe, appropriate, or effective in any given patient.

#### **5. Privacy**

To the extent you provide your own personal information to OnBoard in connection with your use of the Site and Service, our use of such information is governed by the OnBoard Privacy Policy, which is available on our Site (the "**Privacy Policy**"). Your use of all Patient information through the Service is governed by the terms of your Company's privacy policy and applicable privacy laws. As between OnBoard and you, you are responsible for complying with your Company's privacy practices and applicable privacy laws.

#### **6. Use of Aggregate Information**

We may use usage patterns, trends and other statistical data derived from your use of the Site and/or Service for purposes of providing, operating, maintaining, or improving the Site and/or Service and for our advertising and marketing purposes. However, all such information will be aggregated and/or anonymized and we will never identify you nor disclose your personal information.

#### **7. Your Communications**

You are solely responsible and liable for your communications with Patients and other persons or entities in connection with your use of the Service. Please be polite and respectful when communicating through the Service. You acknowledge and agree that OnBoard does not control the content of user communications, and does

not guarantee the accuracy, integrity, quality, reliability or suitability of such communications. OnBoard does not pre-screen communications sent through the Service. By using any communications feature, you understand that you may be exposed to content that is offensive, indecent or objectionable, and your use of such features is solely at your own risk and OnBoard has no responsibility or liability to you in connection therewith. OnBoard is not responsible or liable for any aspect of the relationship between you and any Patient or any other person or entity, including without limitation, medical advice or other information provided by you to any Patient or other person or entity. Any disputes between you (or your Company) and any Patient (or any other person or entity), whether arising from your use of the Service or otherwise, are solely a matter between you (or your Company) and the Patient (or any other person or entity); OnBoard cannot become involved in such disputes. In addition, any dispute between you and your Company arising from your use of the Site and Service is solely a matter between you and your Company.

## **8. Sharing Personal Information.**

Please use your common sense and good judgment before you share your personal information, any Record or any other confidential information with any other person or entity through the Service. OnBoard does not control whom you choose to share such information with and we have no liability or responsibility to you or any other person or entity to the extent you choose to make such information available through the Service.

## **9. Materials**

The information, documents, content, data, products, services, logos, graphics, images, software, technology, and know-how made available to you on the Site and through the Service, except to the extent your Company or a Patient owns any health, personal or other confidential information contained in accordance with applicable law, (together, the “**Materials**”) are the copyrighted and/or trademarked work of OnBoard and/or its suppliers, or are otherwise subject to OnBoard’s and/or its suppliers’ other intellectual property or other proprietary rights, including without limitation, patent and trade secret rights.

OnBoard grants you a limited, personal, revocable, non-sublicensable, non-transferable and non-exclusive license to access and use the Materials on your personal computer or mobile device solely as necessary to use the Site and Service for your professional use on your Company’s behalf in accordance with these Terms. Except for the license set forth in the immediately preceding sentence, you acknowledge and agree that you have no right to download, cache, modify, edit, copy, display, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Materials in any manner. Your use of Materials consisting of OnBoard Software (as defined below) are subject to the additional terms set forth below.

The limited license specified above terminates automatically, without notice to you, if you breach any of these Terms. Upon termination of such limited license, you agree to immediately destroy any downloaded or printed Materials.

“OnBoard” is a trademarks of OnBoard LLC. in the United States of America. Other trademarks, names and logos on the Site or Service are the property of their respective owners. Unless otherwise specified in these Terms, all information and screens appearing on the Site, including documents, services, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, and all associated copyright and other proprietary rights are the sole property of OnBoard. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or under a duly authorized license. Except as stated herein, you acknowledge that you have no right, title or interest in or to the Site, Service or any Materials. All rights not expressly granted herein are reserved; there are no implied rights.

## **10. OnBoard Software**

The Service may require or allow you to download software, software updates or patches, or other utilities and tools onto your computer or mobile device (collectively “**OnBoard Software**”). Subject to your compliance with these Terms, OnBoard grants you a limited, personal, revocable, non-transferable, non-sublicensable, non-exclusive license to use the OnBoard Software, in object code form only, solely for the purpose stated by OnBoard at the time the OnBoard Software is made available to you and in accordance with these Terms. Your use of the OnBoard Software may also be subject to the terms of an end user license agreement. You may not sublicense, or charge others to use or access the OnBoard Software. You may not translate, reverse engineer, reverse compile or decompile, disassemble, or otherwise attempt to discover the source code of the OnBoard Software, or make derivative works from or of the OnBoard Software. You may not modify the OnBoard Software or use it in any way not expressly authorized in writing by OnBoard. You understand that OnBoard’s introduction of various technologies may not be consistent across all platforms and that the performance of the OnBoard Software and Service may vary depending on your computer or mobile device. From time-to-time, OnBoard may provide you with updates or modifications to the OnBoard Software. You understand that certain updates and modifications may be required in order to continue using the OnBoard Software and the Service. YOUR FAILURE TO INSTALL UPDATES MAY CAUSE THE OnBoard SOFTWARE AND/OR THE SERVICE TO SUFFER DEGRADED FUNCTIONALITY, FAIL TO PERFORM AS INTENDED OR CEASE WORKING ALTOGETHER. OnBoard WILL NOT BE RESPONSIBLE FOR ANY SUCH RESULTING OR CONSEQUENTIAL EFFECTS, LOSSES OR DAMAGES AND SUCH EFFECTS WILL NOT CONSTITUTE BREACH OF THESE TERMS OR GRANT YOU ANY RIGHTS OR REMEDIES AGAINST OnBoard. There is no set schedule for the provision of updates. OnBoard and its suppliers expressly reserve ownership of all intellectual property rights applicable to the OnBoard Software. All rights not expressly granted herein are reserved; there are no implied rights. The license granted to you in this paragraph shall immediately terminate (without any notice to

you) if you breach any of the terms set forth in this paragraph or upon termination of your use of the Service for any reason.

## **11. OnBoard Software Obtained From iTunes**

Without limiting the terms of the previous section, the following applies to any OnBoard Software that you obtain from the iTunes Store ("**iTunes-Sourced Software**"): You acknowledge and agree that these Terms are solely between you and OnBoard, and not Apple Inc. or its subsidiaries (collectively, "**Apple**"), and that Apple has no responsibility for the iTunes-Sourced Software, or the Site, Service or Materials. Your use of the iTunes-Sourced Software must comply with the Usage Rules and other terms and conditions of the App Store Terms of Service and any other applicable terms provided by Apple and may only be used on an iOS product that you use or control and as otherwise permitted in the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software or the Service. In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty and if you have paid a fee for the iTunes-Sourced Software, you may notify Apple, and Apple will refund the purchase price for the iTunes-Sourced Software to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iTunes-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the iTunes-Sourced Software to conform to any warranty will be solely governed by these Terms and any law applicable to OnBoard as provider of the iTunes-Sourced Software. You acknowledge that Apple is not responsible for addressing any claims of yours or any third party relating to the iTunes-Sourced Software or your possession and/or use of the iTunes-Sourced Software, including, but not limited to: (a) product liability claims; (b) any claim that the iTunes-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; all such claims are governed solely by these Terms and any laws applicable to OnBoard as provider of the iTunes-Sourced Software. You acknowledge that in the event of any third party claim that the iTunes-Sourced Software, or your possession and use of the iTunes-Sourced Software, infringes that third party's intellectual property rights, OnBoard, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent (if any) required by these Terms. You and OnBoard acknowledge and agree that Apple, (including Apple's subsidiaries), are third party beneficiaries of these Terms as relates to the iTunes-Sourced Software, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relating to the iTunes-Sourced Software against you as a third party beneficiary thereof. You acknowledge that these Terms are between OnBoard and you, and are not between Apple and you, and that OnBoard, and not Apple, is solely responsible for the Site, Service, Materials, and OnBoard Software, including the iTunes-Sourced Software. You represent and warrant that: (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as

a 'terrorist supporting' country; and (ii) you are not listed on any U.S. government list of prohibited or restricted parties. You must comply with any applicable third party terms of agreement when using the iTunes-Sourced Software and the Service.

## **12. Using the Service**

In order to use the Service, you must register with OnBoard to open an OnBoard account (an "OnBoard Account"). In order to register, you must use the URL and invitation code contained in the OnBoard-issued invitation email or text message that you received from your Company or OnBoard.

As part of the registration process, you must provide the following information to OnBoard through the registration page on the Site: your full name, professional credentials information, email address, telephone number and zip code. We will ask you to create a password. You may also have the ability to provide additional optional information, which is not required to register for an OnBoard Account but may be helpful to OnBoard in providing you with a more customized experience when using the Site and Service. Once you have submitted your OnBoard Account registration information, an OnBoard administrator will have the right to approve or reject the requested registration in the OnBoard administrator's sole discretion. You are responsible for providing and maintaining truthful, accurate, complete and current information (including identity and professional credentials information) in connection with your OnBoard Account.

You are responsible for maintaining the confidentiality of your OnBoard password and you are solely responsible for all activities that occur using your password. You agree not to share your password, let anyone else access your OnBoard Account or do anything else that might jeopardize the security of your OnBoard Account. You agree to promptly notify OnBoard if your password is lost, stolen or disclosed to an unauthorized third party; if there is any unauthorized use of your password; or if you know of (or suspect) any other breach of security in rOnBoard to the Site or Service.

By using the Service, you represent and warrant that all the information that you provide when registering for an OnBoard Account is accurate and complete and that you will keep such information up to date. You may change or correct your account registration information by either logging into your OnBoard Account directly or by contacting us [team@OnBoard.com](mailto:team@OnBoard.com)

## **13. Electronic Communications**

By using the Site and Service, you consent to receive electronic communications from OnBoard concerning or related to the Site and Service. These electronic communications are part of your relationship with OnBoard. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

## **14. Fees**

Any fees payable to permit you to access and use the Service on your Company's behalf will be paid by the Company to OnBoard. OnBoard will not charge you a fee to access and use the Service on your Company's behalf.

## 15. Unauthorized Activities

When using the Site and Service, you agree not to: (a) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; (b) use racially, ethnically, or otherwise offensive language; (c) discuss or incite illegal activity; (d) use abusive, threatening, violent, explicit or obscene language or solicit/post sexually explicit images (actual or simulated); (e) post or transmit any content or communications that exploit children or minors or that depicts cruelty to animals; (f) post or transmit any copyrighted or trademarked materials, or materials that constitute trade secrets, or are subject to patents or other intellectual property rights, without the express permission from the owner; (g) disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation; (h) use any robot, spider, scraper or other automated means to access the Site or Service; or (i) take any action that imposes an unreasonable or disproportionately large load on our infrastructure or the infrastructure of our third party service providers. This list of prohibitions provides examples and is not complete or exclusive.

OnBoard reserves the right to immediately terminate your use of the Site and Service with or without notice for any action of yours that we determine in our sole discretion, is inappropriate or disruptive to the Site or Service or to any other user of the Site or Service. If OnBoard terminates your access to the Site and/or Service as a result of your breach of these Terms (and without limiting OnBoard's rights and remedies), we will inform your Company and this may have consequences on your relationship with your Company for which OnBoard is not responsible or liable. You acknowledge that unauthorized use of any Materials contained on, or accessible from, the Site or Service may violate certain laws, rules and regulations.

**OnBoard may report to law enforcement authorities, and its suppliers, any actions that may be illegal or otherwise in breach of these Terms, and any reports it receives of such conduct. When legally required or at OnBoard's discretion, OnBoard will cooperate with law enforcement agencies and its suppliers in any investigation of alleged illegal activity involving the Site or Service.**

## 16. Links to Third Party Sites

This Site may be linked to other websites (including, without limitation, your Company's website) that are not OnBoard sites (collectively, "**Third Party Sites**"). You acknowledge and agree that the Third Party Sites may have different privacy policies, terms and conditions and/or business practices than OnBoard, and you further acknowledge and agree that your use of such Third Party Sites is governed by the respective Third Party Site privacy policy, terms and conditions and/or user guides which you hereby agree to comply with. We encourage you to review such



third party policies and terms so that you understand your rights and obligations, and in the case of third party privacy policies, how such third parties collect, use and share your personal information.

OnBoard provides links to Third Party Sites to you as a convenience, and OnBoard does not verify, make any representations or take responsibility for such Third Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third Party Sites. We are not liable for any harm you suffer as a result of visiting or otherwise interacting with Third Party Sites; we do not endorse such Third Party Sites. You access Third Party Sites and use their content, products, and services entirely at your own risk. You should use your common sense and judgment, exercise reasonable caution and carry out your own due diligence before visiting Third Party Sites or using any products, services or content on such sites.

YOU AGREE THAT OnBoard AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY PRODUCTS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD PARTY SITES AND/OR ARISING FROM YOUR DEALINGS OR COMMUNICATIONS WITH ANY THIRD PARTIES, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OF, OR RELIANCE ON, THE PRODUCTS, SERVICES, CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY.

## **17. Disclaimer of Warranties**

Your use of the Site, Service, Materials, any Record and any other information you obtain through the Site or Service is entirely at your own risk. The Materials and any Record have not been verified or authenticated in whole or in part by OnBoard, and they may include inaccuracies or typographical or other errors. OnBoard does not warrant the accuracy, appropriateness or timeliness of the Service, Materials, any Record, or other information contained on, or accessible from, the Site or through the Service. OnBoard has no liability for any errors or omissions in the Site, Service, Materials, any Record or other information, whether provided by OnBoard, a Patient or our suppliers.

OnBoard, ON BEHALF OF ITSELF AND ITS SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, HEREBY DISCLAIMS AND MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SITE, SERVICE, MATERIALS, ANY RECORD OR OTHER INFORMATION, RELATING TO QUALITY, SUITABILITY, TRUTH, ACCURACY, COMPLETENESS OR OTHERWISE. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, SERVICE, MATERIALS, ANY RECORD AND ANY OTHER INFORMATION CONTAINED OR PRESENTED ON THE SITE OR THROUGH THE SERVICE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO EXPRESS OR IMPLIED WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR SECURITY. OnBoard DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER OR MOBILE DEVICE OR THAT MAY DAMAGE YOUR COMPUTER, MOBILE DEVICE OR DATA.

YOU ACKNOWLEDGE THAT THE SERVICE ALLOWS YOU TO COMMUNICATE WITH CERTAIN THIRD PARTIES. OnBoard HAS NO LIABILITY TO THE EXTENT IT IS UNABLE TO PROVIDE ANY COMMUNICATION FEATURE OF THE SERVICE, OR FOR ANY HARM LOSS OR DAMAGES SUFFERED BY YOU AS A RESULT OF ANY THIRD PARTY'S ACTS OR OMISSIONS ARISING FROM YOUR USE OF THE SERVICE. OnBoard SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, DATA LOSS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET.

NOTHING IN THIS SECTION SHALL EXCLUDE OR LIMIT OnBoard'S WARRANTIES, REPRESENTATIONS OR CONDITIONS TO THE EXTENT THEY MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW, IN WHICH CASE, SUCH WARRANTIES, REPRESENTATIONS OR CONDITIONS WILL BE EXCLUDED AND LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

## **18. Limitation of Liability**

OnBoard AND ITS SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, LOSSES OR CLAIMS RESULTING FROM YOUR USE OF THE SITE, SERVICE, MATERIALS, ANY RECORD OR OTHER INFORMATION MADE AVAILABLE THROUGH THE SERVICE, INCLUDING WITHOUT LIMITATION, YOUR RELIANCE ON THE SITE, SERVICES, MATERIALS, ANY RECORD OR OTHER INFORMATION.

IN NO EVENT SHALL OnBoard OR ITS SUPPLIERS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWSOEVER ARISING, EVEN IF IT KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE.

NOTHING IN THIS LIMITATION OF LIABILITY SECTION SHALL EXCLUDE OR LIMIT OnBoard'S OR ITS SUPPLIERS' LIABILITY FOR LOSSES OR DAMAGES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW, IN WHICH CASE, OnBoard'S AND ITS SUPPLIERS' LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

The parties agree that the limitations specified in this section will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose.

## **19. Location**

OnBoard controls and operates the Site and provides the Service from its headquarters in the United States of America. The Site and Service are only intended for use by persons who are ordinarily resident in the United States of America.

## **20. Feedback**

If you provide any comments, questions, recommendations, suggestions, or related information to OnBoard by any means, concerning the Site, Service or Materials (collectively, "**Feedback**"), you hereby grant OnBoard a perpetual, irrevocable, royalty-free, fully paid-up, worldwide, transferable, sublicensable license to use, copy, modify, create derivative works of, publicly display, publicly perform, distribute and otherwise exploit, without any attribution or compensation to you, any and all Feedback in connection with the Site and/or Service and/or any of OnBoard's other products or services; however, you have no right to compel any such use.

## **21. General**

If you violate these Terms, OnBoard may terminate and/or suspend your access to this Site and Service without notice. These Terms will be governed by the laws of the State of California without regard to its conflicts of law provisions. Any law based on the Uniform Computer Information Transactions Act (UCITA) shall not apply to these Terms. Any dispute relating to these Terms will be heard exclusively in the state and federal courts located in San Francisco, California; except that OnBoard may seek to enforce a judgment, protect its intellectual property rights, or seek equitable relief (including without limitation, injunctive relief (without being required to post a bond)) in any court of competent jurisdiction. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. OnBoard's failure to enforce any of these Terms is not a waiver of such term. These Terms, (together with any other terms and conditions which govern your use of the Site, Service or App, in each case as provided to you by OnBoard), are the entire agreement between you and OnBoard and supersede all prior or contemporaneous negotiations, discussions or agreements between you and OnBoard about the Site and Service.

## **22. Termination**

You may stop using the Site and Service at any time, by ceasing to access the Site or otherwise ceasing to use the Service. You may also terminate your OnBoard Account by contacting us at [team@OnBoard.com](mailto:team@OnBoard.com). In addition to the termination rights set forth above in these Terms, OnBoard may suspend or terminate your use of the Site, Service or any portion or feature thereof in accordance with the terms of the agreement between OnBoard and your Company.

All terms and conditions of these Terms which by their nature are intended to survive, will survive the termination of your use of the Site and Service, including without limitation, all terms which address the protection of OnBoard's and its

suppliers' intellectual property rights; disclaimer of warranties; limitations of liability; and your representations.

## **23. Contact Us**

If you have any questions about these Terms or would otherwise like to contact OnBoard for any reason, you can reach us by contacting us at at [team@OnBoard.com](mailto:team@OnBoard.com) or writing to us at: OnBoard LLC 219 Wildermere rd, west palm bch, fl, 33401