

# Terms of Use

Thank you for visiting Alpha. We're passionate about affordable, accessible healthcare, and in keeping with that goal, we've inserted "Simply Stated" explanations throughout our Agreement. These explanations are written in a way that makes our Agreement easy to understand.

That being said, please remember you're agreeing to all the fine print when you use Alpha, so we encourage you to read our Agreement carefully. In addition, please note that these Terms of Use supplement, and should be read alongside, our **Consent to Telehealth** and our **Privacy Policy**. Wherever on the Alpha Platform you see words called out with underlining and/or color, as in the previous sentence, this denotes links that you may click to visit other links and/or read additional relevant information. The links in this document incorporate the terms of the linked information into these Terms of Use.

PLEASE READ THIS TERMS OF USE AGREEMENT (THIS "AGREEMENT") CAREFULLY. THIS IS A BINDING, CONTRACTUAL AGREEMENT BETWEEN YOU ("YOU" OR "USER"), HELLO ALPHA, INC. F/K/A ALPHA MEDICAL GROUP, INC. ("HELLO ALPHA," WE," "OUR," OR "US") AND APPLIES TO ALL INTERNET USERS VISITING, ACCESSING OR BROWSING HELLOALPHA.COM (THE "WEBSITE") OR USING OUR MOBILE APPLICATION (The "ALPHA APP," and TOGETHER WITH THE WEBSITE, THE "ALPHA PLATFORM").

## Introduction

Hello Alpha, Inc. (f/k/a Alpha Medical Group, Inc.) is a technology company which provides a platform to affiliated Medical Practices, as defined below. We reference those practices and Alpha collectively in these Terms of Use as “**Alpha**” for ease, however all medical care is provided by, depending on your location, Alpha Telemedicine, PC (f/k/a Clarity Health, P.C.), Alpha Telemedicine of Alaska, PC (f/k/a Clarity Health of Alaska, P.C.), Alpha Telemedicine of Kansas, P.A. (f/k/a Clarity Health of Kansas, P.A.), and Alpha Telemedicine of New Jersey, P.A. (f/k/a Clarity Medical of New Jersey P.A.). The Alpha Platform provides Users with access to an interactive application that allows for online access to personalized consultations provided directly to Users by licensed healthcare providers, and companies owned and controlled by licensed clinicians, including but not limited to Alpha Telemedicine, PC (for AL, AR, AZ, CA, CO, CT, DE, DC, FL, GA, HI, IA, ID, IL, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, ND, NE, NC, NH, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WV, WY Patients), Alpha Telemedicine of Alaska, PC, Alpha Telemedicine of Kansas, PA, and Alpha Telemedicine of New Jersey PA, (collectively, “**Medical Practice**”). Medical practice contracts with or employs multiple physicians duly qualified and licensed to practice medicine in the state in which you are located at the time of service (each a “**Medical Practice Physician**”), and other duly licensed medical providers, such as nurse practitioners and physician’s assistants (each a “**Medical Practice Provider**”). Medical Practice Physicians and Medical Practice Providers are sometimes referred to collectively herein as “**Providers**” or “**Healthcare Providers**,” and the individualized health care services they provide are referred to herein as your “**Treatment**”). The services offered on the Alpha Platform, including the professional services offered by Healthcare Providers via the Alpha Platform, and any other services offered from time to time by Alpha in connection with the Alpha Platform are referred to in these Terms of Use collectively as the “**Services**”.

BY CLICKING ON THE “I AGREE,” “REGISTER” or “SIGNUP” BUTTON, THE CHECKBOX NEXT TO A STATEMENT SUCH AS “I AGREE TO THE TERMS OF USE, CONSENT TO TELEHEALTH, and

WEBSITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF USE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH PROVIDER (OR YOUR PARENT/GUARDIAN IS CONTRACTING AND CONSENTING ON YOUR BEHALF), AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT.

**IF YOU HAVE A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY.**

**YOU MAY REACH THE NATIONAL SUICIDE & CRISIS LINE BY DIALING 988.**

IN ADDITION, THE SERVICES ARE NOT APPROPRIATE FOR ALL CONDITIONS. SEEK IN-PERSON OR IMMEDIATE CARE IF NEEDED.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE PLATFORM OR SERVICES.

THE PUBLICLY AVAILABLE INFORMATION PROVIDED ON THE WEBSITE IS NOT INTENDED NOR RECOMMENDED AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE. PATIENT USERS SHOULD ALWAYS SEEK THE ADVICE OF THEIR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER REGARDING ANY MEDICAL CONDITION OR TREATMENT. NOTHING CONTAINED ON THE PUBLIC AREAS OF THE WEBSITE IS INTENDED TO BE FOR MEDICAL DIAGNOSIS OR TREATMENT.

THESE TERMS OF USE CONTAINS AN ARBITRATION AGREEMENT THAT REQUIRES MOST DISPUTES BETWEEN US TO BE RESOLVED THROUGH BINDING AND FINAL ARBITRATION INSTEAD OF IN COURT. SEE THE SECTION ENTITLED "**DISPUTE RESOLUTION**" FOR MORE INFORMATION REGARDING THIS ARBITRATION CLAUSE, AND HOW TO OPT OUT.

Thank you for using Alpha. If you have any questions or concerns, please email us at [contact@helloalpha.com](mailto:contact@helloalpha.com).

The Alpha Platform is intended for access and use only by U.S. customers. If you are not located in the United States at the time you seek treatment, you are excluded from receiving Services and you may not use the Alpha Platform. Our licensed Healthcare Providers are licensed to provide treatment only in the United States. Please read these Terms of Use carefully before using the Alpha Platform.

**Simply Stated:** You must be located in the United States to receive services from Alpha. Before using Alpha, please read these Terms of Use which bind you. If you are not located in the United States, you may not use the Alpha Platform.

## **General Terms and Conditions**

By accessing or using any portion of the Alpha Platform (including the Website), you agree to be bound by these Terms of Use and to use our Website and the rest of the Alpha Platform in accordance with the terms and conditions of these Terms of Use. If you do not agree to the Terms of Use, you may not use the Website or any other part of the Alpha Platform, including without limitation, the Alpha App.

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Use at any time. If we need to change or modify these Terms of Use, we will post the revised Agreement through our Website and link to it on our Alpha App and update the “Last Revised” date to reflect the date of the changes. We will also notify you, either through the Services user interface, in an e-mail notification or through other reasonable means. By continuing to use the Alpha Platform after we post such changes, you agree to these Terms of Use, as modified.

**Simply Stated:** By using Alpha, you’re agreeing to these Terms of Use. If any changes are made, the Agreement will be updated. By continuing to use the Alpha Platform, you’re agreeing to the changes.

## What Service does Alpha Provide?

Our Services are designed to enable you to obtain telemedicine consultations and Treatment for common medical conditions by facilitating the connection between you and a Healthcare Provider. Once you complete the intake process, agree to the Consent to Telehealth and are assigned one or more Healthcare Providers through our Website who agrees to provide Treatment as described in the Consent to Telehealth, each of those Healthcare Providers may be referred to as “your Provider.” Your Provider is solely responsible for providing you with medical care. HELLO ALPHA ACTS AS A TECHNOLOGY PLATFORM TO CONNECT YOU WITH PROFESSIONAL HEALTHCARE PROVIDERS WHO MAY BE AVAILABLE TO PROVIDE YOU WITH CERTAIN NON-EMERGENCY MEDICAL CARE. WE DO NOT CONTROL OR INTERFERE WITH THE PRACTICE OF MEDICINE BY HEALTHCARE PROVIDERS, EACH OF WHOM IS RESPONSIBLE FOR THE MEDICAL SERVICES HE OR SHE PROVIDES.

The Alpha Platform is a venue designed to connect each Healthcare Provider with Users looking for medical consultations and Treatment for specific non-emergency conditions. Hello Alpha does not participate in the interaction between Providers and Users except to collect User fees that include administrative fees for Hello Alpha’s Services and professional fees for Providers’ services associated with consultations and/or Treatment. Hello Alpha does not share in the professional fees collected for any Provider’s services and derives its sole payment from you in the form of administrative fees. You understand and agree that Hello Alpha has no control over, and is not responsible for, the acts or omissions of any Users or Providers. Hello Alpha does not provide any diagnosis or treatment itself. Any support services provided by Hello Alpha do not include the provision of care but are to enable Users to connect with Providers. Nothing provided by Hello Alpha shall be construed as the practice of medicine or providing medical services. You also understand and agree that Hello

**alpha**

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virtually deliver to you, personal health data, medical records and other information through use of messages, emails, SMS, and other technology. These interactive Services may include, but are not limited to appointment scheduling, refilling prescriptions, health related diagnosis, follow up on medical check-ups, health tracking, patient education, and other healthcare related services, as applicable and appropriate. The Alpha Platform and Services may also allow Users to view certain information displayed from their medical records, including lab results. Hello Alpha expressly reserves the right, in its sole discretion, to terminate your access to any and all interactive services provided through the Alpha Platform due to any action by you that would constitute a violation of these Terms of Use.

All information, materials, content and/or advice on the Website or provided through the Website or Alpha App is for informational purposes only and is not intended to replace or substitute for any professional, financial, medical, legal or other advice. Alpha expressly disclaims, and you expressly release Alpha from, any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Website or the Alpha App. You should consult with an appropriately trained specialist for all concerns that require professional or medical advice.

BY USING THE ALPHA PLATFORM OR OUR SERVICES YOU EXPRESSLY AGREE AND  
ACKNOWLEDGE THAT HELLO ALPHA IS NOT A PROVIDER. HELLO ALPHA EXPRESSLY  
DISCLAIMS, AND YOU EXPRESSLY RELEASE ALPHA FROM, ANY AND ALL LIABILITY  
WHATSOEVER FOR ANY LOSSES, 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 PROVIDERS AND/OR USERS ON OR OFF THE WEBSITE OR IN CONNECTION  
WITH THE SERVICES, INCLUDING WITHOUT LIMITATION THE PROVISION OF ANY SERVICES  
BY ANY PROVIDER.

**Simply Stated:** Hello Alpha provides the technology to connect you with licensed Healthcare Providers for non-emergency Treatment and consultations, but only your Provider can make

## **Third Party Materials.**

The Alpha Platform and Services may contain links to third-party websites (“**Third-Party Websites**”). When you click on a link to a Third-Party Website, we may not warn you that you have left our Website and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites are not under the control of Alpha. Alpha is not responsible for any Third-Party Websites. Alpha provides these Third Party Websites only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, or their products or services. You use all links in Third-Party Websites at your own risk. When you leave our Website, our terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party. You should note that our links to Third-Party Websites may change, and we cannot guarantee that our Services will always include a connection to such Third Party Websites.

**Simply Stated:** Alpha is not responsible for any Third Party Website you visit. If you visit a Third-Party Website for any reason, you may be subject to the terms of that Third Party Website.

## **MEDICAL EMERGENCIES**

THE MEDICAL CARE YOU RECEIVE FROM YOUR PROVIDER THROUGH ALPHA IS NOT A SUBSTITUTE FOR OTHER MEDICAL TREATMENT YOU MAY NEED. SOME CONDITIONS REQUIRE IN-PERSON OR IMMEDIATE EVALUATION. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL 911 OR SEEK EMERGENCY MEDICAL HELP. YOU MAY REACH THE NATIONAL SUICIDE & CRISIS LINE BY DIALING 988.

**Simply Stated:** Once again, if you have a medical emergency, call 911 immediately! You may also reach the National Suicide & Crisis Line by Dialing 988.

## Registration

To use our Alpha Platform to request a consultation, you are required to set up an account (“**Account**”), provide us with true, accurate, and complete information as requested, accept these Terms of Use, our [Privacy Policy](#), and [Consent to Telehealth](#).

When you set up an Account, you are required to enter your name, email address, password (“**Password**”) and if you proceed to a consultation, certain other information (e.g., date of birth, contact information, location, credit card information, and responses to intake questions, including your medical history). You agree that all information you provide is true, accurate, current and complete, and you agree to maintain and promptly update such information to keep it current. You may not transfer or share your Password or Account (collectively, the “**Account Information**”) with anyone.

You understand that by agreeing to receive text, SMS, and/or email messages, Alpha will be transmitting certain aspects of you or your child’s protected health information (“**PHI**”) as that term is defined under HIPAA, electronically. You acknowledge and agree that while Alpha takes commercially reasonable steps to protect the privacy and security of your PHI, no system is completely secure. In addition, you are responsible for carrier and data charges. You may choose not to receive emails or text messages by replying “STOP” to texts or unsubscribing from emails.

By providing Alpha with your email address and/or mobile device number, you acknowledge and agree that Alpha (or third parties who send these communications on Alpha’s behalf) will send you text, SMS, or email messages related to your Alpha services and orders. You can opt out at any time by replying “STOP” to texts, or unsubscribing from emails.

You are responsible for maintaining the confidentiality of your Account Information and for all activities that occur under your Password or Account. You agree to immediately notify us upon becoming aware of any unauthorized use of your Account Information. Alpha reserves the right to take any and all action, as it deems necessary, regarding the security of the Alpha Platform and your Account Information. Under no circumstances shall Alpha be held liable to you for any liabilities or damages resulting from or arising out of your use of the Alpha Platform, your use of the Account Information, or your release of the Account Information to a third party.

To use our Alpha Platform, you must also reside or complete the medical intake form for your chosen medical condition in a jurisdiction in which we offer the ability to connect with HealthCare Providers for Treatment, and you must be at least 18 years of age. If you are between the ages of 13 and 18 and reside or complete the medical intake form for your chosen medical condition in a jurisdiction in which we offer the Alpha Platform, you may use the Alpha Platform with or without parent or legal guardian consent, depending on state laws. For medical conditions which require parent or legal guardian consent, you may use the Alpha Platform if your parent or legal guardian has consented to your use of the Website and agreed to the terms of this Agreement in accordance with Alpha procedures.

You will be responsible for any activities that occur under your Account until you terminate your Account in accordance with this Agreement. 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. You will not: (a) create an Account for anyone other than yourself or your child; (b) create or use more than one Account at any given time; (c) transfer your Account to anyone else; (d) permit anyone else to use your Account; or (e) use or access any other person's Account, other than when expressly authorized to do so by law. If you create a duplicate Account by mistake (for example, using different email addresses), we will reach out to you to correct the duplicate account and merge them to ensure your Providers have access to your medical records.

where our Service is offered and be at least 18 years old or at least 13 years old and have obtained parental consent, as needed, depending upon the medical condition for which you want treatment and respective state laws which outline the provision of care to minors. You will create an account and provide the requested information in a truthful manner. Do not share your password. It is your responsibility to keep your account information and activity confidential.

## **Ordering Consultations**

Prior to receiving a consultation, you must acknowledge the [\*\*Consent to Telehealth\*\*](#), and each time you order a consultation you must provide payment for the consultation as described in these Terms of Use. On a first visit, a Provider will be selected for you based on his/her availability to you. You will receive a confirmation message indicating that your order has been placed and the Provider has accepted the consultation.

## **Access Rights**

Subject to your compliance with the terms and conditions of this Agreement, we hereby grant you a limited, non-exclusive, nontransferable right to access our Service and use our Service solely for your personal non-commercial use.

The Alpha Platform is for the personal use of Users only and Users may not use them in connection with any commercial endeavors. You represent and warrant that you will use the Alpha Platform solely for your own personal benefit and that you will not resell or distribute the Alpha Platform or its Content. You will not use any information obtained from the Alpha Platform in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any User without that User's prior explicit consent.

You agree that you will not, and will not attempt to: (a) interfere with or disrupt the

hardware, network or server connected to the Service; (b) distribute or transfer in any manner the Service or any part of the Service to any third party; (c) copy or modify the Service or any part of the Service for any purpose; (d) incorporate by any means any of the Service content into another application, website or service; (e) reverse-engineer or create derivative works based on any part of the Service for any purpose, commercial or otherwise; or (f) use the Service in any manner that is inconsistent with these Agreement. We reserve the right, in our sole discretion, to deny use of the Service to anyone for any reason.

**Simply Stated:** We give you permission to access and use the Alpha Platform, and in return, you agree to use our Service responsibly.

### **Acceptable Use**

Use of our Alpha Platform and the Services requires that you comply with acceptable use behavior as determined by Alpha. As part of your responsibilities, you agree that you will not: (a) use the Alpha Platform or Services in any unlawful manner; (b) use the Alpha Platform or Service in any manner that is harmful, hateful, harassing, abusive, or otherwise offensive to any other person or entity (including your Provider), through Content (defined below) or otherwise; (c) interfere with or inhibit any other user from using or enjoying the Alpha Platform or Services; (d) use the Alpha Platform or Services as a means to distribute unsolicited or unauthorized communications, advertisements or spam; (e) access or search the Alpha Platform or Service by any means other than the authorized public interface; (f) collect or use any data or Alpha Platform- or Service content that violates any third-party right; (g) create a false identity, impersonate another person or entity, or otherwise misrepresent yourself; (h) breach or otherwise circumvent any security measures incorporated into the Alpha Platform or Services; or (i) use the Alpha Platform or Services in any manner that is considered unacceptable by Alpha. If Alpha becomes aware of any possible violations by you of any provision of the Agreement, Alpha reserves the right to investigate such violations, and Alpha may, at its sole discretion, immediately terminate your

enforcement authorities, or change, alter or remove your Content, in whole or in part, without prior notice to you.

**Simply Stated:** You agree that you will not misuse or abuse our Alpha Platform or Services, and you will not engage in any behavior that may be offensive or harmful to others. We're all part of the Alpha family, and we need to protect our responsible users from anyone who behaves inappropriately.

### **Compliance with Terms; Remedies**

Alpha will determine User's compliance with these Terms of Use in our sole discretion and our decision shall be final and binding. Any violation of these Terms of Use may result in restrictions on User's access to and use of all or part of the Website and may be referred to law enforcement authorities. We may cancel, suspend or block your use of the Alpha Platform and/or Account at any time, without cause. We may terminate and/or suspend your registration immediately, if there has been a violation of these Terms of Use and such other policies and terms posted on the Website or otherwise in the Alpha App. Your right to use the Alpha Platform will end once your Account is terminated, and any data you have stored on the Alpha Platform may be unavailable later, unless we are required to retain it by law. You may terminate your registration at any time. We recommend that you transfer any information stored on the Alpha Platform prior to terminating registration. We are not responsible or liable for any records or information that is made unavailable to you as a result of your termination of registration. **YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE WEBSITE.**

### **Fees and Purchase Terms.**

The fees for Consultations with healthcare Providers can be found on the Alpha Platform on this page: [\*\*FAQ\*\*](#). If you have signed up for Alpha Membership (as defined below), additional

Membership are subject to change, and any changes will be posted. It is your responsibility to remain informed about our current rates and offerings. Alpha, on behalf of your Provider, will charge you for medical services provided by your Provider, and you agree to pay for all medical services provided to you.

You will provide Alpha with a valid credit card or any other method of payment (your “**Card**”) when you set up your Account. Your Card issuer terms govern your use of your designated payment method, and you must refer to those terms and not these Terms of Use to determine your rights and liabilities as a cardholder. By providing Alpha with your Card and associated payment information, you agree that Alpha is authorized to invoice your Account at the time any payments are due and charge your designated Card account and that no additional notice or consent is required. If any payments are subject to sales or services tax in any jurisdiction, you also agree to pay the required sales or services tax, and any related penalties or interest. Alpha may automatically charge sales taxes for addresses within jurisdictions where such taxes are required. Unless otherwise agreed to by Alpha, all fees paid are non-refundable. You are responsible for all fees and charges associated with your Account.

We use a third-party payment processor (the “**Payment Processor**”) to charge your Card account. The processing of payments in connection with your use of our Service will be subject to the terms, conditions and privacy policies of the Payment Processor and your Card responsible for your designated method of payment, in addition to these Terms of Use with Alpha. We are not responsible for any errors by the Payment Processor or your Card issuer.

## **Fees Associated with Visits**

You may use the Alpha Platform for individual consultations, or “**Visits**,” or you may select one of two levels of Alpha Membership (defined below). Please consult the Alpha Platform for

as which conditions are included in each level of Membership. Certain conditions are not offered on a single-Visit basis because Treatment for these conditions benefit from or necessitate routine follow-up Visits. You acknowledge that the fees and charges incurred in connection with each Visit, whether a single Visit or via the Alpha Membership, even if billed collectively, include distinct types of fees: 1) professional fees for Provider services associated with the consultation at the time you submit your personal information, medical history and related information for review (“**Consultation Fee**”); (2) administrative fees, billed either monthly by Visit, associated with the administrative services provided by Alpha in connection with a Provider’s prescription or treatment, if any (“**Administration Fee**”); and (3) if applicable, fees associated with the purchase and delivery of prescriptions associated with Alpha’s contracted mail order pharmacy. You further acknowledge that whether these fees may be collected at one time or in aggregate, Alpha does not share in the Consultation Fees collected for any Provider services and derives its sole payment from you in the form of the Administrative Fees. A breakdown of costs associated with individual services and treatments can be found on our pricing FAQ page located here: [FAQ](#). Alpha will identify to you the respective portions of your payment for fees and charges that are for Alpha’s Administrative Fees and for Provider’s Consultation Fees upon request.

## **Refunds**

Due to our strict patient safety policies, we cannot accept returns or exchanges on prescriptions that have already been processed for shipping.

For cancellations of Alpha Memberships at any level, please note that monthly membership fees are not refundable for the current 30-day period, once charged. To avoid auto renewal and charges for future months, you may request to cancel your membership at any time. Please see the **Cancellation** section for more information.

## **Alpha Membership**

Alpha offers certain benefits to users of the Service that have signed up to its Alpha Membership program (“**Alpha Membership**”). [Click here](#) for information about our current Alpha Membership benefits, including benefits and monthly fees. From time to time, we may offer different membership terms, and the fees for such membership may vary. Although you may request to cancel your monthly Alpha Membership at any time as to subsequent months, the monthly Alpha Membership fees are non-refundable except as expressly set forth in these Terms of Use. We reserve the right to accept or refuse membership in our discretion.

We may change or modify the terms of any Alpha Membership level at any time, in our sole discretion.

If you sign up for your Alpha Membership and are billed by us, then the following billing and renewal terms will apply to your membership. Taxes may apply on the fee for Alpha Membership. Alpha Membership benefits will last for the 30-day period following your last **Renewal Commencement Date and** shall auto-renew for successive periods of the same length unless canceled in advance prior to auto-renewal. Please see the section entitled **Automatic Renewal** for more details. You may request to cancel your membership at any time. Please see the **Cancellation** section, below.

If all eligible payment methods we have on file for you are declined for payment of your membership fee, you must provide us a new eligible payment method promptly or your membership will be canceled. If you provide us with a new eligible payment method and are successfully charged, your new membership period will be based on the original renewal date and not the date of the successful charge.

UNLESS YOU NOTIFY US BEFORE A CHARGE THAT YOU WANT TO CANCEL, YOU  
UNDERSTAND YOUR ALPHA MEMBERSHIP WILL AUTOMATICALLY CONTINUE AND YOU  
AUTHORIZE US (WITHOUT NOTICE TO YOU, UNLESS REQUIRED BY APPLICABLE LAW) TO

We may terminate your Alpha Membership at our discretion without notice. If we do so, we will give you a prorated refund based on the number of full months remaining in your membership. However, we will not give any refund for termination related to conduct that we determine, in our discretion, violates these Terms of Use or any applicable law, involves fraud or misuse of the Alpha Membership, or is harmful to our interests or another user. Our failure to insist upon or enforce your strict compliance with these Terms of Use will not constitute a waiver of any of our rights.

### **Automatic Renewal**

Should you select an Alpha Membership, your membership will continue indefinitely until terminated in accordance with these Terms of Use. After your initial month, and again after any subsequent month, your membership will automatically commence on the first day following the end of such period (each a “**Renewal Commencement Date**”) and continue for an additional equivalent period, at Alpha’s then-current price for such subscription. You agree that your Account will be subject to this automatic renewal feature unless you cancel your subscription, at least five days prior to the next scheduled charge date 30 days from your last Renewal Commencement Date, through the methods described below.

### **Cancellation**

To cancel your membership, log into your Alpha account and select “Your Membership” in the left hand menu. Then, select “Cancel Membership,” where you’ll be asked to confirm and submit your request to cancel. After you’ve submitted your request to cancel, a member from your Care Team will send you a secure message on our platform. If you acknowledge and confirm your cancellation in this message, a member of our Care Team will continue to process your cancellation. An email confirming your cancellation will be sent to you. You’ll

You will receive an automated email five days before the next renewal date as advance notice of upcoming charges. Membership fees are nonrefundable for the current month.

Please note that canceling membership will not cancel any upcoming or automatic refills for prescription medications. To cancel prescription orders, please contact our Care Team directly through the Alpha Platform. If you choose not to cancel an automatic refill plan, it will continue to be refilled, and you will continue to be charged for medication.

Please refer to our cancellation information in our [FAQ](#).

### **Insurance Coverage**

At present we do not process any insurance claims to bill for our Services, nor will your Provider process claims on your behalf. It is solely up to you to contact your health plan, determine whether your coverage applies, and submit a claim if applicable. You are responsible for the full fee charged for Provider care through our Service regardless of whether you later are able to receive reimbursement from your health plan for part or all of the cost.

**Simply Stated:** The current fees for telemedicine Consultations with healthcare Providers are posted on Alpha. You agree that Alpha is authorized to bill your account and charge your designated method of payment when payments are due, including any sales tax that may be required. Alpha and your healthcare Provider do not currently process insurance claims, and it is your responsibility to submit claims if your health plan provides coverage.

### **Privacy**

As part of the registration process, you will be asked to provide certain personal information.

## **Content**

For purposes of these Terms of Use, “**Content**” means any and all postings, messages, text, files, images, photos, video, works of authorship, or other material. Alpha does not claim ownership in any Content that you originate and publish, display, submit, upload or otherwise transfer to the Website, including Content that you submit using the Alpha Platform in connection with any Consultation. You hereby grant to Alpha a non-exclusive, worldwide, irrevocable, perpetual, fully-paid and royalty free, transferable license (with the right to sublicense through unlimited levels of sublicensees) to reproduce, modify, publicly display, publicly perform, prepare derivative works of, transmit, and distribute Content for the purpose of (a) providing you with the Alpha Platform and the Services you request (including but not limited to sharing such Content with your Providers), and (b) creating, using, and disclosing de-identified and/or aggregated data from Your Content. You represent and warrant that: (i) you own or otherwise have the right to grant the license set forth in this section for the Content that you post on the Alpha Platform and (ii) your Content does not violate the privacy rights, publicity rights, intellectual property rights, or other rights of any person or entity. You are solely responsible for any and all Content that is posted by or through your Account on the Alpha Platform.

Alpha reserves the right (but is not obligated) to investigate and to take appropriate legal action in its sole discretion for any violation of this provision or these Terms of Use or any conduct that is offensive, illegal, or violates the rights of, harms, or threatens the safety of, other Users or third parties, including removing such content from the Alpha Platform, notifying the appropriate authorities, barring violators from accessing the Alpha Platform, and terminating the Accounts of such violators. Without limiting the foregoing, you agree that you will not post any Prohibited Content. “**Prohibited Content**” includes Content that: (i) is offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (ii) bullies, harasses, or advocates stalking, bullying, or harassment, of

mailing, or spamming; (iv) is false or misleading or promotes, endorses or furthers illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (v) promotes, reproduces, performs or distributes an illegal or unauthorized copy of another person's work that is protected by copyright or trade secret law; (vi) is involved in the exploitation of persons under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 13; (vii) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses and other harmful code; (viii) solicits passwords or personally identifying information for commercial or unlawful purposes from other Users; (ix) except as expressly approved by Alpha, involves commercial activities and/or promotions such as contests, sweepstakes, barter, advertising, or pyramid schemes; (x) contains viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software; (xi) violates any applicable law, including, but not limited to export laws; or (xii) otherwise violates these Terms of Use or creates liability for Alpha.

## **Ownership**

We alone own all rights, title and interest in and to the Alpha Platform and Service, including all intellectual property rights relating to the Alpha Platform ("**Alpha Content**"). Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of or created from our Service shall be owned solely and exclusively by Alpha, as shall any and all patent rights, copyrights, trade secret rights, trademark rights, and all other proprietary rights. You shall not remove or permit any third party to remove any proprietary rights from our Service or its contents. Alpha hereby grants you a limited, revocable, non-sublicensable license to reproduce and publicly display the Alpha Content (excluding any software code) solely for your personal use in connection with viewing the Alpha Platform and using the Services.

Certain names, logos, and other materials displayed in our Service may constitute trademarks, trade names, service marks or logos ("**Marks**") of Alpha or other entities. You

associated therewith remains with us or those other entities.

We reserve the right to modify or discontinue, temporarily or permanently, our Service, or any portion thereof, with or without notice. We will not be liable to you or any third party should we exercise that right.

**Simply Stated:** We own our Alpha Platform and Service, and you agree not to infringe upon any of our proprietary rights, like our rights to the Alpha name and logo.

## **Feedback**

You agree that submission of any ideas, suggestions, documents, and/or proposals to Alpha through its suggestion, feedback, wiki, forum or similar pages (“**Feedback**”) is at your own risk and that Alpha has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Alpha a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Alpha Platform and Services.

## **Copyright Policy**

Upon prompt notification to Alpha by a copyright owner or a copyright owner's legal agent, it is Alpha's policy to terminate the Account of any User who repeatedly infringes third party copyright rights. Without limiting the foregoing, if you believe that your work has been copied and posted on the Website in a way that constitutes copyright infringement, please provide our Copyright Agent (using the contact information listed below) with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of the location on the Alpha Platform of the material that you claim is infringing; (iv) your address, telephone number, and email address; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Alpha's Copyright Agent for notice of claims of copyright infringement is as follows:

Alpha, Attn: Copyright Agent. 555 Bryant Street, Suite 814, Palo Alto, CA, 94301-1704

## **Third Parties and Other Users**

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## **Termination**

You may delete your Account at any time for any reason by sending us an email at [contact@helloalpha.com](mailto:contact@helloalpha.com). Alpha may terminate your Account and use of our Alpha Platform and Service at any time for any reason. You understand that termination of your Account may involve deletion of your Account Information from our live databases as well as any content that you uploaded to the Service using such Account, but your Providers, or Alpha on behalf of the Providers, may retain your Account Information in accordance with applicable laws and professional standards. You agree that we will not be liable for any termination of your access to our Service or deletion of your Account or content uploaded by you.

**Simply Stated:** You're free to stop using Alpha at any time, and we're likewise free to deny use to anyone at any time.

TO THE EXTENT LEGALLY PERMITTED UNDER THE APPLICABLE LAWS, OUR SERVICE IS PROVIDED “AS IS” AND AS AVAILABLE. ANY ACCESS TO OR USE OF OUR SERVICE IS VOLUNTARY AND AT THE SOLE RISK OF THE USER. WE EXPRESSLY DISCLAIM ANY WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR ACCURACY) WITH REGARD TO THE ALPHA PLATFORM, SERVICES OR WITH RESPECT TO ANY INFORMATION, PRODUCT, SERVICE, MERCHANDISE OR OTHER MATERIAL PROVIDED ON OR THROUGH OUR SERVICE (INCLUDING ANY CONSULTATIONS OR OTHER SERVICES YOU MAY RECEIVE FROM YOUR PROVIDERS). WE DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS OR USEFULNESS OF OUR SERVICE. WE DO NOT WARRANT THAT THE SERVICE WILL FUNCTION WITHOUT DELAYS, DISRUPTIONS, INTERFERENCES, IMPERFECTIONS, OR ANY ADVERSE INCIDENT.

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YOU ACKNOWLEDGE AND AGREE THAT ALPHA IS NOT LIABLE, AND YOU AGREE NOT TO

OPERATORS OF EXTERNAL SITES OR THIRD PARTY SERVICE PROVIDERS, AND THAT THE

RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**Simply Stated:** Our Service is provided “as is.” We take great pride in Alpha and our commitment to our users, but we can’t guarantee that our Service or the functioning of our Alpha Platform will be error-free. If you find anything that needs to be corrected or experience any problems, please let us know.

### **Limitation of Liability**

TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL ALPHA BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES [WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE], INCLUDING ANY LOST PROFITS ARISING OUT OF THESE TERMS OF USE, OR THE USE OF, OR THE INABILITY TO USE, OUR SERVICE, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION MADE AVAILABLE THROUGH OUR SERVICE OR ANY SERVICES PERFORMED BY ANY PROVIDERS YOU CONNECT WITH VIA THE ALPHA PLATFORM (INCLUDING CLAIMS OF MEDICAL MALPRACTICE), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE THE WEBSITE OR SERVICES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM ANY DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE, OR THE SERVICES; (3) UNAUTHORIZED ACCESS TO

THIRD PARTY ON THE WEBSITE OR THE SERVICES, OR (5) ANY OTHER MATTER RELATED TO THE WEBSITE OR THE SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.

IN THE EVENT THE FOREGOING LIMITATION OF LIABILITY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, THEN ALPHA'S MAXIMUM LIABILITY FOR ALL CLAIMS OF EVERY KIND WILL NOT EXCEED U.S. \$100. THE FOREGOING LIMITATION OF LIABILITY WILL COVER, WITHOUT LIMITATION, ANY TECHNICAL MALFUNCTION, COMPUTER ERROR OR LOSS OF DATA, AND ANY OTHER INJURY ARISING FROM THE USE OF THE ALPHA PLATFORM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. TO THE EXTENT THAT WE MAY NOT DISCLAIM ANY IMPLIED WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF OUR LIABILITY WILL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.

### **No Reliance On Content.**

Any advice, opinions, recommendations, suggestions, or other information or Content made available through the Services, are solely owned by the creators of such Content, and should not necessarily be relied upon. Such creators are solely responsible for such Content. Alpha does not: (i) guarantee the accuracy, completeness, or usefulness of any third party Content on the Service, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Services. Alpha and its affiliates hold no responsibility for any loss or damage resulting from your reliance information or Content displayed on the Website or transmitted to or by any Users via the Services. EXCEPT FOR ALPHA'S OBLIGATIONS TO PROTECT YOUR DATA AS SET FORTH IN THE PRIVACY POLICY, ALPHA ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT

## **Information Verification.**

Alpha may use various ways of verifying information that Users have provided. However, none of those ways are perfect, and you agree that Alpha will have no liability to you arising from any incorrectly verified information.

**BASIS OF THE BARGAIN. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ALPHA AND YOU.**

**Simply Stated:** You assume responsibility for your use of our Service.

## **Indemnification**

You agree to indemnify and hold harmless Alpha, its parents, subsidiaries, affiliates, licensors, and suppliers, and the officers, directors, employees, consultants, and agents of each, from and against any and all third-party claims, liabilities, damages, losses, costs, expenses and fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from your Content, your use of the Alpha Platform, your violation of these Terms of Use, your violation of any rights of any other person or entity or your violation of any applicable laws, rules or regulations. We reserve the right to control the defense of any claim for which we are entitled to indemnification, and you agree to provide us with such cooperation as is reasonably requested by us. You agree that the provisions in this section will survive any termination of your Account or the Services.

## **Release**

You hereby release Alpha, its officers, employees, agents and successors from claims,

without limitation, personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interaction with any other User and/or with any Provider.

If you are a California resident, or if you are located in California at the time you transact with the Alpha Platform, you waive California Civil Code §1542, which says:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

### **Dispute Resolution.**

Please read the following arbitration agreement in this section (“**Arbitration Agreement**”) carefully. It requires you to arbitrate disputes with Alpha and limits the manner in which you can seek relief from us.

**Applicability of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your access or use of the Alpha Platform or Services, to any products sold or distributed through the Alpha Platform or Services, or to any aspect of your relationship with Provider, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or Alpha may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement will apply, without limitation, to all claims that arose or were asserted before the Effective Date of these Terms of Use or any prior version of these Terms of Use.

IF YOU AGREE TO ARBITRATION WITH ALPHA, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST PROVIDER ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST THE PROVIDER IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THESE TERMS OF USE, INCLUDING THIS ARBITRATION AGREEMENT.

**Authority of Arbitrator.** The arbitrator, and not any federal, state or local court or agency will have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Alpha. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

**Waiver of Jury Trial.** YOU AND ALPHA HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Alpha are instead electing that all claims and disputes will be resolved by arbitration under this Arbitration Agreement, except as specified above. An arbitrator can award on an

court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

**Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. In the event that this subparagraph is deemed invalid or unenforceable neither you nor we are entitled to arbitration and instead claims and disputes will be resolved in a court as set forth in this Agreement.

**30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: Alpha, 555 Bryant Street, Suite 814, 94301-1704 or by emailing [contact@helloalpha.com](mailto:contact@helloalpha.com), within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your username (if any), the email address you used to set up your Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

**Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts will be of no force and effect and will be severed and the remainder of the Arbitration Agreement will continue in full force and effect.

**Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Alpha.

**Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if Alpha makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice to Alpha.

**Miscellaneous Interpretation; Assignment.** The section titles in this Agreement are for convenience only and have no legal or contractual effect. You may not assign any of your rights under this Agreement, and any such attempt will be null and void.

**Exclusive Venue.** To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Alpha agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in the State of California.

**Governing Law and Jurisdiction.** The Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Delaware, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or any goods or services available through the Alpha Platform.

You agree to the use of electronic documents and records in connection with your registration, future transactions and communications involving the Alpha Platform. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Any use of third-party software provided in connection with our Service, or any third-party product or service accessed or used in connection with our Service, will be governed by the applicable third-party's license or terms and conditions, and not by this Agreement. Any and all provisions of this Agreement that would reasonably be expected to be performed after

including, without limitation, provisions relating to ownership, indemnification, limitation of liability and governing law.

**Violations.** Please report any violations of this Agreement to [Contact@helloalpha.com](mailto>Contact@helloalpha.com). Thank you.

From time to time, Alpha may offer new “beta” features or tools with which its users may experiment. Such features or tools are offered solely for experimental purposes and without any warranty of any kind, and may be modified or discontinued at Alpha’s sole discretion.

**Waiver.** Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**Severability.** If any portion of this Agreement is held invalid or unenforceable, that portion will be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions will remain in full force and effect.

**Export Control.** You may not use, export, import, or transfer our Content except as authorized by U.S. law, the laws of the jurisdiction in which you obtained our Content, and any other applicable laws.

**Entire Agreement.** The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

Last update: July 18, 2023

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