

# Terms of Use

Last Updated: March 25, 2024

Isabel Healthcare (“we,” “us,” “ours” or Isabel”) operates the website located at <https://www.isabelhealthcare.com/> (including all subdomains such as <https://symptomchecker.isabelhealthcare.com>) (collectively, the “Platform”) and an online differential diagnosis decision support system designed as a near-patient working tool for physicians, nurses and other healthcare professionals and other services (collectively, the “Isabel Services”).

Please review these Terms of Use carefully, as they apply to you (“you,” “your”, “yours”, or “User”) if you are:

- any individual that accesses or uses the Platform or Isabel Services, whether on the individual’s own behalf or on behalf of an organization or entity; or
- any organization or entity that accesses or uses the Platform or Isabel Services.

Sometimes in these Terms of Use we call you and us a “party” or together, the “parties.” See Section 15 for the applicable Isabel contracting party. There are other defined terms throughout these Terms of Use. You can tell if a term is defined if it has quotation marks around it. Except for when we refer to you/your/yours, us/we/ours, or party/parties, defined terms are capitalized when used again in these Terms of Use.

**BY USING THE PLATFORM OR ISABEL SERVICES YOU AGREE TO ALL OF THE TERMS AND CONDITIONS IN THESE TERMS OF USE. IF YOU ARE USING THE PLATFORM OR ISABEL SERVICES ON BEHALF OF AN ORGANIZATION OR ENTITY, YOU ALSO AGREE TO ALL OF THE TERMS AND CONDITIONS IN THESE TERMS OF USE ON BEHALF OF SUCH ORGANIZATION OR ENTITY AND YOU REPRESENT THAT YOU HAVE AUTHORITY TO DO SO. IF YOU (OR THE ORGANIZATION OR ENTITY, IF APPLICABLE) DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE THE PLATFORM OR ISABEL SERVICES.**

**THESE TERMS OF USE INCLUDE A MUTUAL BINDING ARBITRATION AGREEMENT IN SECTION 15 THAT REQUIRES RESOLUTION OF DISPUTES BY INDIVIDUAL ARBITRATION UNLESS YOU OPT-OUT AS PROVIDED IN SECTION 15.**

## 01. Access and Permitted Uses

The Platform and the Isabel Services are made available as a decision support tool for internal purposes only, unless otherwise authorized by a separate agreement between Isabel and you or the organization on whose behalf you access and use the Platform and Isabel Services.

As a condition of your use of the Platform and Isabel Services, you represent and warrant that (i) you are at least 16 years of age, (ii) you have validly accepted or entered into these Terms of Use on your own behalf and have the legal power and authority to do so, and, if you are using the Platform or Isabel Services on behalf of an organization or entity, you additionally represent and warrant that

you have validly accepted or entered into these Terms of Use on behalf of such organization or entity and you have the legal power and authority to do so, (iii) you will use the Platform and Isabel Services in accordance with these Terms of Use, (iv) all information supplied by you on the Platform and in the Isabel Services is true, accurate, current and complete at all times, and (v) if you have an account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by anyone other than you. Isabel retains the right at our sole discretion to deny access to anyone to the Platform and the Isabel Services, at any time and for any reason, including, but not limited to, for violation of these Terms of Use.

Access to the Platform and Isabel Services does not include the transfer or license of any software to you. You are responsible for obtaining access to the Platform and Isabel Services, and you acknowledge that such access may involve third-party fees (such as internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Platform and Isabel Services.

Access to and use of the Isabel Services (other than free public areas) are limited only to those healthcare professionals (or categories of healthcare professionals) or others to whom Isabel has granted access and use rights consistent with these Terms of Use. The scope of such access rights shall be limited to those sections of the Isabel Services to which you have subscribed and for which you are current in your payment obligations to Isabel or its third-party distributors.

## **02. Registration; Account Information; Password and Security**

You must provide accurate and complete registration information (“Registration Data”) any time you register to use the Platform or Isabel Services. If you provide any information that is untrue, inaccurate, not current or incomplete, or Isabel has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Isabel has the right to suspend or terminate your account and refuse any and all current or future use of the Platform or Isabel Services (or any portion thereof).

You are responsible for maintaining the security and confidentiality of your account. You are responsible for all activities that occur under your or account. You agree to take all reasonable steps to ensure that no unauthorized person shall have access to your Isabel passwords or accounts. It is your sole responsibility to (1) control the dissemination and use of sign-in name, screen name and passwords; (2) authorize, monitor, and control access to and use of your Isabel account and password; (3) immediately notify Isabel if you believe your account or password has been compromised or breached, accessed by an unauthorized person or if there is any other reason you need to deactivate an account or password. To notify us, use the ‘Contact Us’ links located at the bottom of every page of our Platform.

You agree that your use of the Platform and Isabel Services and any content accessed through the Platform or Isabel Services will comply with all applicable laws, regulations and ordinances, including any laws regarding the export of data or software.

Isabel cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

### 03. No Medical Diagnosis or Treatment

You acknowledge and agree that:

- (a) The Platform and the Isabel Services (including any text, graphics, images and other material contained on, or linked through) are for informational purposes only. The Platform and the Isabel Services do not provide medical advice, diagnosis, or treatment. We are not a healthcare provider.
- (b) Nothing on the Platform or in the Isabel Services should be taken as or substituted for medical advice, diagnosis or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition and/or medical symptoms. Never disregard medical advice or delay in seeking treatment because of something you have seen or read in connection with the Platform or Isabel Services. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR HEALTHCARE PROVIDER OR EMERGENCY SERVICES IMMEDIATELY.
- (c) The Platform and Isabel Services are not exhaustive and cannot always reflect all the most recent research in all areas of medicine.
- (d) We do not recommend or endorse any specific tests, health providers, products, services, treatments, procedures, opinions, or other information that may be mentioned or advertised on the Platform or in the Isabel Services for medical purposes.
- (e) We do not collect or process Protected Health Information as that term is defined under the Health Insurance Portability and Accountability Act of 1996, as amended, and any and all rules and regulations promulgated from time to time thereunder (“HIPAA”).
- (f) RELIANCE ON ANY INFORMATION PROVIDED IN CONNECTION WITH THE PLATFORM OR ISABEL SERVICES IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT YOU ASSUME ALL RESPONSIBILITY FOR YOUR USE OF THE PLATFORM AND THE ISABEL SERVICES AND FOR ALL DECISIONS TAKEN OR NOT TAKEN BASED ON ANY INFORMATION PROVIDED OR DISPLAYED IN THE PLATFORM OR ISABEL SERVICES. WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY DIAGNOSIS, DECISION, OR ASSESSMENT MADE BY YOU OR ANY INJURIES YOU OR ANY PERSON MAY INCUR AS A RESULT OF DECISIONS BASED ON INFORMATION PROVIDED OR DISPLAYED IN THE PLATFORM OR THE ISABEL SERVICES.
- (g) If you are a healthcare professional, you, and specifically not Isabel, are solely responsible for verifying the accuracy of all patient information and determining the data necessary for you to make medical and diagnostic decisions, as well as for complying with all laws, regulations and licensing requirements applicable to your delivery of healthcare services.
- (h) If you are using the Platform or Isabel Services on behalf of an organization or entity, you have reviewed and will communicate to authorized users any Platform or Isabel Services information which may be provided to you from time to time.

### 04. Availability of Isabel Services; Changes

Isabel will use reasonable commercial efforts to ensure that the Isabel Services are available at all times, however, you acknowledge and agree that the Isabel Services may not be available at certain times due to scheduled or unscheduled maintenance and/or updates or other reasons beyond the control of Isabel. Since you will receive Isabel via third party telecommunications networks, you acknowledge that Isabel cannot guarantee that the availability of the Isabel Services will be

uninterrupted or error free. Similarly, Isabel cannot guarantee that the transmission of any information over such telecommunications networks will be secure nor that you will be able to access the Isabel Services at all times.

You acknowledge that the Platform and the Isabel Services, including any feature, may be updated, removed, or otherwise be subject to change in our sole discretion, without liability, and without notice to you.

## **05. Proprietary Rights**

Between you and us, we own all right, title, and interest to the Platform and the Isabel Services, all components and derivative works of the Platform and Isabel Services, all suggestions, enhancement requests, recommendations, corrections, changes, and other feedback regarding the Platform and the Isabel Services regardless of the source, and the copyrights, patents, trade secrets, trademarks, and other intellectual property rights pertaining to any aspect of the Platform and the Isabel Services. You acquire no right, ownership interest, derivative work, or component of the Platform or Isabel Services through your use of it.

The content and information on the Platform and in the Isabel Services, including, without limitation, all designs, text, graphics, pictures, information, data, software, sound files, other files, and the selection and arrangement thereof are the proprietary property of Isabel or its licensors or suppliers and are protected by UK, U.S. and international copyright laws, all rights reserved. You acquire no right, title, or interest in the content and information on the Platform or in the Isabel Services by your use of it.

Isabel Healthcare and the Isabel Healthcare logo and all other product or service names or slogans displayed on the Platform or in the Isabel Services are common law or registered trademarks of Isabel and/or its suppliers or licensors. You are not granted any right, title, or interest to use any trademark, service mark, logo, or trade name of Isabel or any third party displayed on the Platform or in the Isabel Services.

If you are aware of an infringement of our brand, please let us know by e-mailing us at [management@isabelhealthcare.com](mailto:management@isabelhealthcare.com).

## **06. User Data**

With respect to any information or data you provide or make available to us in any manner, including via the Platform or Isabel Services (“User Data”), you have the sole responsibility and liability for the accuracy, quality, integrity, legality, reliability, and appropriateness of all such User Data.

Isabel cannot and does not assume any responsibility or liability for any User Data or your or any third party’s use or misuse of information transmitted or received using Isabel tools and services in breach of these Terms of Use. When you provide or make available any User Data, you warrant to Isabel that you have the right to do so, for example, that User Data doesn’t violate any person’s intellectual property rights and User Data doesn’t relate to and identify another individual, unless you have their consent to do so and they are over the age of 18.

When you provide or make available User Data, you give Isabel a license to use, copy, and distribute it in connection with the Platform and Isabel Services. However, Isabel may only use the personal information you provide as permitted by the Isabel Privacy Policy and applicable law.

You consent to Isabel, its licensors and all other persons or entities involved in the operation of the Platform or Isabel Services transmitting, monitoring, retrieving, storing, and using your User Data in connection with the Platform and Isabel Services.

## 07. Prohibited Uses

You agree to **not** do any of the following in connection with the Platform or Isabel Services, collectively the “Prohibited Uses”:

- (a) use the Platform or the Isabel Services or its contents for any commercial purpose (except as specifically authorized by a separate agreement between Isabel and you or the organization on whose behalf you access and use the Platform and Isabel Services);
- (b) copy, modify, distribute, transmit, display, perform, reproduce, publish, license, sublicense, create derivative works from, transfer, trade, exploit for any commercial purposes, sell, resell, or offer for sale any portion of the Platform, the Isabel Services, or any information, software, products, or services obtained from or through the Platform or the Isabel Services;
- (c) access the Platform or Isabel Services if you are a direct competitor of us, access the Platform or Isabel Services for a competitive purpose, or provide any information regarding the Platform or Isabel Services, directly or indirectly, to any competitor of ours (including any screenshots of, or reports regarding the Platform or Isabel Services);
- (d) deep-link to any portion of the Platform or Isabel Services for any purpose without our express written permission;
- (e) “frame”, “mirror” or otherwise incorporate any part of the Platform or Isabel Services into any other website, application, services or platform without our prior written authorization;
- (f) access, monitor, reproduce, upload, republish, distribute, transmit, display or copy any content or information on the Platform or in the Isabel Services using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- (g) violate the restrictions in any robot exclusion headers on the Platform or in the Isabel Services or bypass or circumvent other measures employed to prevent or limit access to the Platform or Isabel Services;
- (h) attempt to gain unauthorized access to the Platform, the Isabel Services, or the computer systems or networks related to the Platform or Isabel Services;
- (i) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Platform or Isabel Services;
- (j) transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (k) interfere with or disrupt the Platform or the Isabel Services or servers or networks connected to the Platform or Isabel Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Platform or Isabel Services;

- (l) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure, or adversely affects the performance of the Platform or the Isabel Services;
- (m) take any action that infringes on our copyright or the copyright of our licensors or suppliers;
- (n) remove any copyright, trademark, or other proprietary notions from the Platform or Isabel Services;
- (o) decompile, disassemble, or reverse engineer the Platform or Isabel Services, or attempt to obtain or perceive the source code from which any component of the Platform or Isabel Services is compiled or interpreted;
- (p) intentionally or unintentionally violate any applicable local, state, national or international law;
- (q) upload to, make available on, or transmit via the Platform or Isabel Services Protected Health Information, as such term is defined under HIPAA; or
- (r) post or transmit any false, inaccurate, misleading, unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law; or for any other purpose that is unlawful or prohibited by these Terms of Use.

## **08. Your Indemnification**

You agree to indemnify, defend and hold harmless Isabel and its affiliates, and their respective officers, directors, agents, employees, suppliers and licensors from and against any and all claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable attorneys' and accounting fees, brought by any person or third parties as a result of or in connection with (a) your breach of these Terms of Use and/or the documents referenced herein, (b) your violation of any law or the rights of a third party, (c) your use of the Platform or Isabel Services, or (d) your provision of healthcare services or related services.

## **09. Information Provided on the Platform or by Isabel Services**

Given that information provided on the Platform or by the Isabel Services is sourced from a variety of resources over which Isabel exercises no control, and further, that the information displayed as search results are dependent on the search terms inputted by you, ISABEL CANNOT AND DOES NOT WARRANT OR GUARANTEE THE ACCURACY OR RELEVANCY OF ANY INFORMATION OR RESULTS PRODUCED BY THE PLATFORM OR ISABEL SERVICES, NOR CAN ISABEL ASSUME ANY RESPONSIBILITY FOR THE CONTENT CONTAINED IN ANY SEARCH RESULTS OR OTHERWISE LINKED TO BY THE PLATFORM OR ISABEL SERVICES. IMPORTANT NOTE: PLEASE NOTE THAT DUE TO THE WAY IN WHICH THE PLATFORM AND ISABEL SERVICES OPERATE, NUMBERS OR FORMULAE MAY BECOME JUMBLED OR CORRUPTED AND THEREFORE CANNOT BE RELIED ON AND SHOULD BE VERIFIED FROM AN INDEPENDENT SOURCE.

## **10. Third Party Content & Links**

Some of the content on the Platform and in the Isabel Services may be provided by third parties.

We are not in a position to verify this content. We do not warrant that any such third party content is true, accurate or complete.

The Platform and Isabel Services may provide links to other web sites or resources. Because Isabel has no control over such sites and resources, you acknowledge and agree that Isabel is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Isabel shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

## **11. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE PLATFORM AND ISABEL SERVICES IS AT YOUR SOLE RISK. THE PLATFORM AND ISABEL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ISABEL AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ISABEL AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE PLATFORM OR ISABEL SERVICES WILL MEET YOUR REQUIREMENTS; (ii) THE PLATFORM OR ISABEL SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM OR ISABEL SERVICES WILL BE ACCURATE, RELIABLE OR COMPLETE; (iv) THE PLATFORM, ISABEL SERVICES, OR THEIR CONTENT SATISFIES GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION; (v) THE INFORMATION OBTAINED BY YOU THROUGH THE PLATFORM OR ISABEL SERVICES WILL MEET YOUR EXPECTATIONS; AND (vi) ANY ERRORS IN THE PLATFORM OR ISABEL SERVICES WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PLATFORM OR ISABEL SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ISABEL OR THROUGH OR FROM THE PLATFORM OR ISABEL SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

## **12. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ISABEL AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ISABEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE PLATFORM OR THE ISABEL SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE

SERVICES; (iii) ANY DATA OR INFORMATION OBTAINED THROUGH OR FROM THE PLATFORM OR ISABEL SERVICES; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (v) ANY OTHER MATTER RELATING TO THE ISABEL SERVICES OR THE PLATFORM.

WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL ISABEL AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, OR NON-PERFORMANCE OF THIRD PARTIES.

WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF ISABEL AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS TO YOU ARISING FROM OR RELATING TO THE PLATFORM, THE ISABEL SERVICES, OUR PRIVACY POLICY OR THESE TERMS OF USE IS LIMITED TO THE FEES THAT YOU PAID TO USE THE RELEVANT SERVICES IN THE 12 MONTHS BEFORE OUR BREACH OR THE FIRST INCIDENT GIVING RISE TO OUR LIABILITY; OR, IF NO FEES WERE PAID IN SUCH PERIOD, \$100.

ALL OF THE LIMITATIONS OF LIABILITY IN THIS SECTION 12, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, APPLY (a) REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE; (b) REGARDLESS OF THE CAUSE OF THE DAMAGES, INCLUDING NEGLIGENCE BY US OR OUR THIRD-PARTY LICENSORS OR SUPPLIERS; (c) EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (d) WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE TERMS OF USE HAVE BEEN BREACHED OR ANY REMEDIES HAVE FAILED THEIR ESSENTIAL PURPOSE; AND (e) TO ANY CLAIMS YOU MAY BRING AGAINST ANY THIRD PARTY TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY THAT THIRD PARTY FOR SUCH CLAIM.

IMPORTANT: YOU ACKNOWLEDGE THAT THE DISCLAIMERS AND LIMITS ON OUR LIABILITY CONTAINED IN THESE TERMS OF USE ARE FAIR AND REASONABLE AND WITHOUT THESE DISCLAIMERS AND LIMITATIONS ON LIABILITY, THE PROVISIONS OF THESE TERMS OF USE WOULD BE SUBSTANTIALLY DIFFERENT.

### **13. Termination**

Isabel may terminate your account and/or access to the Platform or Isabel Services in the event that (a) you breach or violate these Terms of Use and you fail to cure such breach within 10 days following written notice from Isabel, (b) you engage in any fraudulent or illegal activities in connection with your use of and/or access to the Isabel Services, (c) you are using the Platform or Isabel Services in a manner that threatens the security, integrity or reliability of the Platform or Isabel Services in our reasonable belief, (d) the provision or use of the Platform or the Isabel Services (or any portion thereof) will expose us, you, or any customer of Isabel to legal, regulatory or compliance risk in our reasonable belief, or (e) you fail to timely pay any fees owed by you in connection with the Isabel Services. Upon termination of your account and/or access to the



Platform or Isabel Services, Isabel may (but is not required to): remove your access to all offerings within the Isabel Services; delete your password and all related information, files and content associated with or inside your account (or any part thereof); and bar further use of the Isabel Services.

## 14. Isabel Privacy Policy

Registration Data and certain other information about you or submitted by you on the Platform or to the Isabel Services is subject to Isabel's Privacy Policy. For more information, see Isabel's full privacy policy at <https://www.isabelhealthcare.com/privacy-policy>. You understand that through your use of the Platform and Isabel Services you consent to the collection and use (as set forth in the Privacy Policy) of such information, including the transfer of such information to the United States and/or other countries for storage, processing and use by Isabel and its affiliates.

You are prohibited from providing or making Protected Health Information (“PHI”) available to us, including uploading to, making available on or transmitting PHI via the Platform or Isabel Services. With respect to personal information that is not PHI, you may not disclose the personal information of another individual to us, or make it available on the Platform or in the Isabel Services, unless you have their prior written consent and they are at least 18 years of age or you are otherwise authorized under applicable law to share their information with us. To the extent that you provide or make available another individual’s personal information on the Platform, in the Isabel Services or to us, you acknowledge and agree that you are responsible for compliance with all applicable law concerning such personal information, including:

- providing all applicable notices;
- receiving the proper authority or consent to allow us to collect, store, process and share such personal information; and
- responding to data subject requests.

To the extent that we assist you with your compliance obligations under applicable law concerning personal information you provide or make available on the Platform, in the Isabel Services or to us, you shall reimburse us for any time spent by us for such assistance at our then-standard or other reasonable professional services rate and promptly reimburse any and all out-of-pocket costs or expenses reasonably incurred in connection with such assistance.

### *Personal Information Data Controllers and Processors*

There are two categories of user information: Platform Information and User Data.

- Platform Information: We are the data controller for information collected automatically through the Platform or Isabel Services and personal information that an individual provides directly to us for the purposes of using the Platform or the Isabel Services, including Registration Data (collectively, “Platform Information”).
- User Data: The User is the data controller for, or owner of personal information (other than an individual User’s own personal information) contained in any User Data uploaded or submitted by such User. We are the processor or service provider for personal information contained in User Data.

## 15. Governing Law; Dispute Resolution

### **If your use of the Isabel Services originates from the United States or Canada:**

The Isabel party to these Terms of Use is Isabel Healthcare, Inc. These Terms of Use shall be governed by the laws of the State of New York.

For any and all disputes or claims you have, you must first give us an opportunity to resolve your claim by sending a written description of your claim to us. You and we each agree to negotiate your claim in good faith. You agree that you may not commence any arbitration or court proceeding unless you and we are unable to resolve the claim within 60 days after we receive your claim description and you have made a good faith effort to resolve your claim directly with us during that time.

YOU AND WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE TERMS OF USE, OUR PRIVACY POLICY, THE PLATFORM, OR THE ISABEL SERVICES WILL BE RESOLVED BY BINDING ARBITRATION ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, REPRESENTATIVE, MASS, OR CONSOLIDATED ACTION. You and we each also agree that these Terms of Use affect interstate commerce so that the Federal Arbitration Act and federal arbitration law, not state law, apply and govern the enforceability of this dispute resolution provision (despite the general choice of law provision set forth above). THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THESE TERMS OF USE AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).

#### *Your choice to opt-out of arbitration*

Notwithstanding the above, YOU MAY CHOOSE TO PURSUE YOUR CLAIM (i) IN COURT AND NOT BY ARBITRATION AND (ii) ON A CLASS AND NOT INDIVIDUAL BASIS, IF YOU OPT OUT WITHIN 30 DAYS FROM THE DATE YOU CREATED YOUR ACCOUNT (OR FIRST ACCESSED THE PLATFORM, IF YOU HAVE NOT CREATED AN ACCOUNT) (the "Opt Out Deadline"). You may opt out of these individual arbitration procedures by sending an email to [management@isabelhealthcare.com](mailto:management@isabelhealthcare.com) and clearly stating that you wish to opt out of the individual arbitration procedures in the Terms of Use. Any opt-out received after the Opt Out Deadline will not be valid and you will be required to pursue your claim individually in arbitration.

#### *Arbitration procedures*

Any claim or dispute that has not been resolved by the parties following reasonable attempts to resolve same shall be submitted to the office of the American Arbitration Association ("AAA") located in New York, NY for binding arbitration in accordance with the AAA's Commercial Arbitration Rules (or Consumer Arbitration Rules for any individual User that is not using the Platform or Isabel Services as a healthcare professional) then in effect, as amended by these Terms of Use. The cost of the arbitration, including the fees and expenses of the arbitrator(s), will be shared equally by the parties, with each party paying its own attorneys' fees. The arbitrator(s) will not have the authority to award any damages not available under these Terms of Use. The arbitration award (the "Award") will be presented to the parties in writing, and upon the request of either party, will include findings of fact and conclusions of law. The Award may be confirmed and enforced in any court of competent jurisdiction. Any post-Award proceedings will be governed by the Federal Arbitration Act. Notwithstanding the foregoing, either party may,

without inconsistency with the foregoing arbitration provision, apply to any State or Federal court located in New York, NY and having jurisdiction hereof and seek interim provisional, injunctive or other equitable relief until the Award is rendered or the controversy is otherwise resolved, and in connection with any such proceeding, each party expressly waives its right to a jury trial.

**If your use of the Isabel Services originates from outside the United States or Canada:**

The Isabel party to these Terms of Use is Isabel Healthcare Limited, a business incorporated in England and Wales (company number 04759944).

These Terms of Use shall be governed and interpreted in accordance with English law and you and Isabel submit to the exclusive jurisdiction of the English Courts in order to resolve any dispute or claim arising out of these Terms of Use, our Privacy Policy, the Platform, or the Isabel Services except that Isabel reserves the right to bring proceedings relating to such dispute or claim against you in your home jurisdiction. You further agree and expressly consent to the exercise of personal jurisdiction in the courts of England in connection with any such dispute including (without limitation) any claim involving Isabel or its affiliates, or their respective, employees, agents, officers, directors, suppliers and licensors.

Isabel makes no representation or warranty that the Platform or Isabel Services are appropriate or may be accessed or used in jurisdictions outside the United States, Canada or the United Kingdom. Access and/or use of the Platform or Isabel Services may not be legal by certain persons or in certain jurisdictions.

## **16. Amendments to Terms of Use**

We have the sole discretion to amend or change these Terms of Use. If this occurs, we will provide you with notice via any means we consider reasonable, including, without limitation, email, posting on our Platform or in the Isabel Services, or updates to the Platform or the Isabel Services. After we provide notice, your continued use of the Platform or Isabel Services constitutes your acceptance of the changes and the Terms of Use as amended. We may, but are not required to, also provide you with alternative means of accepting any changes to or amended version of the Terms of Use. We encourage you to visit this page regularly for any changes.

## **17. Miscellaneous**

These Terms of Use constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of the Terms of Use will be effective only if in writing and signed by Isabel. No delay, neglect or forbearance by either Isabel or you in enforcing rights under these Terms of Use shall be a waiver of or prejudice those rights. If any part of these Terms of Use Agreement shall be determined to be invalid, illegal or unenforceable by any valid act of any legislature or by any regulation duly promulgated, or declared null and void by any court of competent jurisdiction, then such part shall be reformed, if possible, to conform to the law and, and in any event, the remaining parts of these Terms of Use shall be fully effective and operative insofar as reasonably possible.