

DISCLAIMER AND USE POLICY

Revival Dermatology, PLLC (“Revival Dermatology,” “Our,” “Us” or “We”) have established websites, web portals and certain applications (collectively “Portals”) for our patients, doctors, practitioners, agents, partners, and other authorized users (collectively “User”) to permit access and data exchange in connection with the dermatological services that we provide (the “Services”). The “Portals” are owned and operated by and may be accessed through Our website or one of Our proprietary applications by authorized Users. We also host certain web applications that run on Our platform and that may be provided by Us or by third parties (“Applications”).

When Applications are provided by Us, this Disclaimer and Use Policy applies. When Applications are provided by third parties, the terms of use and privacy policy of the third party applies. Our websites, Portals, and Applications may contain links to other websites, applications and services maintained by Us or third parties. The information practices of such other services, or of social media networks that host our branded social media pages, are governed by third parties’ terms of use and privacy policies, which you should review to better understand those third parties’ privacy practices.

OVERVIEW

By using our Website, the Portal or an Application, each User agrees to be bound by the terms of use, as they may be modified and placed on this Portal, in the Application, or on Our website, at any time by Us. If any User does not agree with any of these terms and conditions, do not use the Portal or Application. We reserve the right to seek all remedies available by law and equity in the event of a violation of terms of use.

FUNCTIONALITY AND TERMS OF USE MAY CHANGE

Revival Dermatology may, at its sole discretion, update, modify, change, add or remove the terms of use (or any part thereof) at any time and with or without notice. REVIVAL DERMATOLOGY may also change, terminate, suspend or discontinue any aspect of any Portal, any Application, or any part of its website(s), including the availability of any features or functions, with or without notice. Please check periodically for changes. User’s continued use of Our Portal, website and/or Applications following the posting of such changes constitutes User’s agreement to be bound by the changes. User agrees that REVIVAL DERMATOLOGY shall not be liable to User or to any third party for any modification, suspension or discontinuation of a Portal, website, Application, or any feature or function thereof, or the Disclaimer and Use Policy.

Our Portals may be used to communicate with Your medical care providers. You can send secure messages to Your provider, request an appointment, check on Your lab results, view Your health records, request a prescription refill, complete registration and health information forms, and read patient education. In addition, our Portal may also provide certain additional news, educational materials or other information or third-party content offered through our office or a third-party.

IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT YOUR PERSONAL INFORMATION IN YOUR ELECTRONIC HEALTH RECORD, PLEASE CONTACT OUR OFFICE IMMEDIATELY.

We make every effort to ensure the accuracy and integrity of information or material that We produce or provide on our Website or available through links to third-party sites, but We are not responsible for misprints, out-of-date information, technical or pricing inaccuracies, typographical, or other errors. Information and related materials are subject to change without notice. Any educational or other content available on our Website or through our Portal or other Applications is for informational and educational purposes only and is not a substitute for the professional judgment of a health care

professional in diagnosing and treating patients. Neither such content nor any other service offered through the Website, Portal or Application is intended to be substituted for medical diagnosis or treatment. You are responsible for verifying the accuracy of any information You send or receive through the Portal or Applications, including any of Your patient health information, data, or records.

CONTENT

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USE OF PORTAL and APPLICATIONS

a. **License.** Subject to the terms hereof, REVIVAL DERMATOLOGY may provide User access to office administrative features, including the ability to download forms, upload or edit patient or insurance information or data, where applicable, through a Portal, Our website and/or Applications. REVIVAL DERMATOLOGY hereby grants to User a limited, nontransferable, nonexclusive license to access and use Our Portals, the Applications and the software used by REVIVAL DERMATOLOGY through the Portals and in the Applications solely to access and upload customer data and information as authorized by the applicable program for so long as the User is an authorized User. User may display and print for its own use information and data received via the Portals or Applications that pertains to User and its business with REVIVAL DERMATOLOGY. In the event User ceases to do business with REVIVAL DERMATOLOGY, User shall immediately cease using the Portals and all Applications, and the license shall immediately terminate.

b. **Restrictions on Use.** User shall not, directly or indirectly, (i) license, sell, lease, assign or otherwise transfer Content on the Portal, any Application or Portal/Application software, (ii) alter or permit a third party to alter any part of the Content, website(s) Portal, any Application or Portal/Application software; (iii) access or use any Content, information or materials of any third party available at the Portal or through any Application; (iv) use or permit the use of the Portal, website(s), Application, Content or Portal/Application software except for the User’s access to its own patient information; (v) distribute copies of information, materials or Content found on the Portal, website(s) or any Application in any form (including by e-mail or other electronic means), without prior written permission of REVIVAL DERMATOLOGY, or (vi) disassemble, decompile, reverse engineer or otherwise attempt to derive source code or other trade secrets from the Portal and/or Application software.

c. **Patient Protected Health Information.** User agrees that he/she is solely responsible for the accuracy of any and all information input by User or provided to REVIVAL DERMATOLOGY for use in conjunction with any Services or use of our Portal or other Application, including, but not limited to, patient personal information, “protected health information,” your account information, other user information, financial information, insurance information, logins and passwords, (the “Your Data”). Your Data shall not include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, violates the privacy rights of any third party, or contains anything that is obscene, defamatory, harassing, offensive or malicious. By uploading or providing Your Data, User represents and warrants: (a) that User has the requisite authority and authorization to upload or provide such Data; (b) that all Your Data is accurate, genuine and not in fraud or violation of the rights of any third party; (c) that transmission of

Your Data does not violate or infringe any intellectual property right or privacy right of any third party, and (d) does not contain malicious software, spyware, adware or malware of any kind. In addition, We may upload information through the Website, Portal or other application for use by You as our patient, and all such information, including claim information, test results, recommendations, analysis, diagnoses, staffing information, pricing, costs, and treatment information and techniques (“Our Data”) all of which is for Your use only, and should not be disclosed to third person (“Your Data” and “Our Data” is collectively “Data”).

d. **Passwords.** User is solely responsible for all use of its account, Portal and Application, and for maintaining the confidentiality of all applicable passwords, Data and all information provided to you in connection with the Services. Sharing of passwords and account numbers and information is at User’s own risk. User is responsible for the security of all Data (Yours and Ours) saved to, or downloaded from, the Portal or through any Application.

e. **Use with Your Mobile Device.** Use of Our Portal or Applications on a mobile device requires a compatible mobile device, internet access and an internet browser. You agree that You are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of Your agreement with Your mobile device and telecommunications provider.

WE MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; OR ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES; FAILURE TO TRANSMIT ANY DATA; COMMUNICATIONS; OR SETTINGS CONNECTED WITH THE SERVICES.

f. **Device and Usage.** As is true of most websites, we gather certain information automatically in connection with the use of the website, the Portal and Applications by individual users. This information may include IP address (or proxy server), device and application identification numbers, location, browser type, Internet service provider and/or mobile carrier, the pages and files viewed, searches, operating system and system configuration information and date/time stamps associated with your usage. This information is used to analyze overall trends, to help us provide and improve our websites, Portal and Applications and to guarantee their security and continued proper functioning. In addition, we gather certain information automatically as part of your use of the cloud products and services that access or use Our websites, Portal and Applications. This information is used to maintain the security of the services, to provide necessary functionality, as well as to improve performance of the services, to assess and improve customer and user experience of the services, to review compliance with applicable usage terms, to identify future opportunities for development of the services, to assess capacity requirements, to identify customer opportunities and for the security.

PRIVACY POLICY

Use of the Portal(s), Our website, and all Applications is also governed by the REVIVAL DERMATOLOGY Privacy Policy at www._____ which is incorporated herein by reference as if fully set forth herein. The additional provisions contained herein are in addition to the terms of the Privacy Policy published on our website(s).

INSURANCE CLAIMS: READ YOUR INSURANCE POLICY

Descriptions of insurance policy features are generalized and only represent potential coverages which are subject to terms and conditions of each policy actually issued. Coverage features are subject to verification and approval by the insurance company, and certain coverage features may be limited or restricted in their application to you. No part of Our website, Application or Portal confers any contractual or other right to the User. No statements on Our website, Application or Portal will be

considered as a representation about coverage that you may or may not have under your specific insurance. Under no circumstances will Our Website, Application or Portal alter, amend, modify or supplement any coverage afforded by any policy. If any part of your claim for insurance is denied or rejected for any reason, You are responsible to Us for any remaining balance.

If a User has an insurance policy, the User can only gain a complete understanding of policy terms, conditions, coverages and limitations by reading the policy, the declarations page, and any endorsements. Each User should use a licensed broker for assistance with any terms or phrases that the User does not fully understand. The actual terms and conditions of any policy or endorsement may be affected by one or more state or local laws, rules or regulations.

DISCLAIMERS

REVIVAL DERMATOLOGY has taken reasonable efforts to ensure that the Content contained on Our Portal accessible through our Applications or Our website is accurate. However, all Content is provided "AS IS," and REVIVAL DERMATOLOGY does not warrant and makes no representation that Content provided on Our Portal or accessible through Our Applications or Our website is accurate, appropriate or applicable for use in locations within or outside of the United States. Without limiting the foregoing, REVIVAL DERMATOLOGY further disclaims and does not represent or warrant the following:

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- Liability or responsibility for damage, theft, loss, injury or claim of liability of any kind based on or resulting from any Content contained on any Portal or accessible through any Application, or as a result of unauthorized access to, damage to or interception of any data or communications sent to or from, scraped from or stored on any Portal or any Application.
- Liability or responsibility to any person, firm or corporation for any loss, damage, injury, claim or liability of any kind or character based on or resulting from any Data or Content contained on any Portal or through any Application, or the accidental release of such Data or Content.

DISCLAIMER OF WARRANTIES AND LIMITATIONS ON LIABILITY

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b. UNDER NO CIRCUMSTANCES SHALL REVIVAL DERMATOLOGY OR ITS AFFILIATES BE LIABLE FOR ANY TYPE OF DAMAGES OR CLAIMS RELATED TO THE PORTAL, INCLUDING BUT NOT LIMITED TO, INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF REVIVAL DERMATOLOGY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.

TERM

The license to access and use Our Portals and Applications granted herein will commence upon first use by User, and will terminate automatically if User ceases to be a patient of REVIVAL DERMATOLOGY as determined by REVIVAL DERMATOLOGY. In addition, the license to access and use Our Portals and any Application granted herein may be terminated at any time by REVIVAL DERMATOLOGY, without notice to User, in the event of a breach of the terms of use by User, or the breach or failure to comply with any other agreement or contract between REVIVAL DERMATOLOGY and User.

APPLICABLE LAW

By accessing Our website or any Portal, or using an Application, you agree that these terms and conditions and your use and access of Our website, Portals and each Application is governed and interpreted solely pursuant to the laws of the **State of Texas, U.S.A.**, without respect to conflict of law principles. You agree that the exclusive jurisdiction for any claim or action arising out of or relating to these terms and conditions, the Privacy Policy and/or your use of Our website, any Portal and each Application shall be in state or federal court located in Dallas County, Texas, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. **IN ANY LAWSUIT INVOLVING REVIVAL DERMATOLOGY AND ANY USER, ALL PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL.**

Nothing herein shall alter or amend any other contract or agreement that User has with REVIVAL DERMATOLOGY, but shall be read as complimentary.

If a court of competent jurisdiction deems any provision of the terms and conditions invalid, the invalidity of such provision shall not affect the validity of the remaining provisions which shall remain in full force and effect. No waiver of any term of this these terms and conditions shall be deemed a further or continuing waiver of such term or any other term, and REVIVAL DERMATOLOGY' failure to assert any right or provision under these terms and conditions of use shall not constitute a waiver of such right or provision.