

## Grow Therapy Terms of Service

Effective Date: January 1<sup>st</sup>, 2022

These Terms of Service (“**Terms**”) govern your access to and use of the services provided by Grow Care, Inc. through the websites located at growththerapy.com and other related websites, web-based applications and mobile applications (collectively, the “**Site**”), as well as affiliated services provided, including personal health care services, provided by Grow Care, Inc. and Grow Professionals (collectively, “**Grow Therapy**”, “**we**”, “**us**”, and the “**Services**”).

Please read these Terms carefully before using the Site or the Services. By accessing or using the Site, you agree to be bound by these Terms.

### **Healthcare Services**

Grow Care, Inc. is an administrative services entity that is affiliated with and provides administrative services to the state/region specific clinical care providers (“**Grow Professionals**”), which operate under a variety of business structures according to the laws of the various states/regions in which Grow Professionals provide health care and related services, including therapy. Grow Care, Inc. does not practice medicine or any other licensed profession and does not interfere with the practice of medicine or any other licensed profession by Grow Professionals or other third parties.

You agree that these Terms govern your access to and use of the Site and the Services offered by Grow Care, Inc. *and* Grow Professionals. If you use medical services provided by Grow Professionals, you understand and agree that you are bound by and subject to the Healthcare Services Consent. Please read the Healthcare Services Consent carefully before electing to utilize the services of a Grow Professional. Please refer to our Privacy Policy and Grow Professionals’ Notice of Privacy Practices to learn how we use, share, and protect your personal information and protected health information.

### **Updates to the Terms**

We may modify these Terms from time to time. We will notify you of material changes by posting the amended terms on our website and the mobile application(s) at least fifteen (15) days before the effective date of the changes. If we have your email on file, we may also notify you of material changes to the Terms by email at least fifteen (15) days before the effective date of the changes. Please make sure we have your current email address so that you will receive notice of any material changes. If you do not agree with the proposed changes, you agree to discontinue your use of the Site before the effective date of the changes. If you continue using the Site after the effective date, you will be bound by the updated Terms.

### **Account Registration and Security**

You may use the Site only for your own personal, non-commercial use. If you are accepting these Terms for another person (“**Family Member**”) as such Family Member’s lawful authorized parent, guardian, conservator, or custodian, you agree to the terms, conditions, and notices contained or referenced herein on behalf of such Family Member. If you are registering on behalf of your

Family Member, your Family Member may only use the Site for their own personal, non-commercial use. To access certain features of the Site or to become a member, you will have to create an account by entering your name, address and certain other information collected by Grow Therapy (collectively, “**Account Information**”). It is important that you provide us with accurate and complete Account Information and update as needed. You are responsible for protecting your account username and password, and for all activities that occur under your account. You should immediately notify us of any unauthorized use of your account and if any information you provide relating to your account becomes inaccurate, incomplete or otherwise false or misleading. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We will not be responsible for any loss or damage if you do not protect your account or your personal information.

### **Service Use Termination**

You may terminate these Terms by ceasing to access and use the Site. We may terminate your use of the Site at any time by sending notice to you at the address or email you provided or otherwise contacting you or posting a notice on the Site. If we terminate your use of the Site because you have breached these Terms or any other agreement you have entered into with us, you will not be entitled to any refunds of services provided. We are not required to provide you with notice prior to terminating your use of the Site or a reason for such termination. In order to protect the integrity of the Site, we may, at any time in our sole discretion, block users from certain IP addresses from accessing the Site.

### **Use of the Services**

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to use the Site solely for your personal and non-commercial purposes. Your use of the Site must be in accordance with all applicable laws. You acknowledge that you do not acquire any ownership rights in the Site.

The following is a list of the type of actions that you may not engage in with respect to the Site or Services:

- You will not promote, encourage, or engage in defamatory, abusive, libelous, obscene, threatening, harassing, hateful or otherwise objectionable behavior.
- You will not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to download, access, retrieve, index, "data mine", or in any way reproduce or circumvent, avoid, bypass, remove, or deactivate the navigational structure or technical measures or presentation of the Services or its contents;
- You will not interfere, access, tamper with or disrupt the Site or the servers or networks connected to the Services;
- You will not attempt to probe, scan or test the vulnerability of the Site or any of our systems or network or breach any security or authentication measures;
- You will not use any meta tags or other hidden text or metadata utilizing our trademarks, logos, URLs or product names without our express written consent;
- You will not use the Site or content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;

- You will not post, distribute, or reproduce in any way any content that infringes third party intellectual property rights or violates third party rights of privacy or rights of publicity;
- You will not use, display, "frame" or "mirror" any part of the Site, our names, any of our trademarks, logos or other proprietary information, or the layout and design of any page or form contained on a page, without prior written authorization from us;
- You will not collect or store any personal information, including personally identifiable information, from users without their express permission;
- You will not provide any inaccurate, incomplete, false or misleading information, including regarding your identity or medical condition, when using the Site;
- You will not record in any way the Site and/or the Services without our express written consent;
- You will not allow any other person to use your account, username or password to access the Site, unless otherwise permitted herein; and
- You will not assist or permit any person to engage in any of the activities described in this Section.

### **Children**

The Site and the Services are not intended for children. If you are under 18 years of age, please do not use or access the Site at any time or in any manner. By using the Site, you affirm that you are over the age of 18. Grow Therapy does not seek through the Site to gather personal information from or about persons under the age of 18.

### **Consent to Electronic Communications**

You agree that we may send the following to you by email or by posting them on the Site: legal disclosures; these Terms; Privacy Policy; future changes to any of the foregoing; and other notices, policies, communications or disclosures and information related to the Services. You agree that we may contact you via email, phone, text, or mail regarding prospective Services. Text messages and emails are not always secure because they travel over networks that we do not own or control. You consent to receive such communications electronically. You agree to update your contact information to ensure accuracy. Your consent to conduct actions electronically covers all interactions between you and Grow Therapy.

You may opt out of certain types of electronic communications through your account or by following the unsubscribe instructions in any communication you receive from Grow Therapy. Your withdrawal of consent will be effective within a reasonable time after we receive notice of your withdrawal.

We will need to send you certain communications electronically regarding the Services. You will not be able to opt out of those communications – e.g., communications regarding updates to the Terms or information about billing. Your withdrawal of consent will not affect the legal validity or enforceability of the Terms provided to and accepted by you. If you withdraw your consent to receive communications electronically, certain Services may become unavailable to you.

### **Intellectual Property Rights**

Grow Therapy and our licensors retain all ownership rights, title and interest (including all intellectual property rights) worldwide to the Site and the Services, including to all software and content. No rights are granted to you other than as expressly set forth in these Terms. All

trademarks, service marks and trade names are owned by Grow Therapy or other respective owners.

### **DMCA Notice**

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials appearing on the Site infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. In addition, if you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet statutory requirements imposed by the DMCA. One place to find more information is the U.S. Copyright Office Website, currently located at <https://www.copyright.gov>. In accordance with the DMCA, Grow Therapy has designated an agent to receive notification of alleged copyright infringement in accordance with the DMCA. Any written Notification of Claimed infringement should comply with Title 17, United States Code, Section 512(c)(3)(A) and should be provided in writing to 2196 Third Ave PMB 20071 New York, NY 10035.

### **Links to Third Party Websites**

The Site may contain links to other sites that are owned and operated by third parties. We are not responsible for the privacy and security practices or the content, advertising, products, services or other materials made available on or through any such linked sites. We provide these links to you only as a convenience, and the inclusion of any link does not imply endorsement of any kind by us.

### **No Endorsements**

Reference to any product, recording, event, process, publication, service, or offering of any third party by name, trade name, trademark, service mark, company name or otherwise does not constitute or imply the endorsement or recommendation of such by Grow Therapy.

### **Geographic Restrictions**

Grow Therapy makes no representation that all products, services and/or material described on the Site, or the Services available through the Site, are appropriate or available for use in locations outside the United States or all states and territories within the United States.

### **No Warranty**

ACCESS TO THE SITE AND THE INFORMATION CONTAINED THEREIN IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. GROW THERAPY DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE MATERIALS ON THIS SITE AND TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, GROW THERAPY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WITH RESPECT TO ANY INFORMATION OBTAINED THROUGH THE SITE. WITHOUT LIMITING THE FOREGOING, GROW THERAPY DOES NOT WARRANT THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT

DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES GROW THERAPY MAKE ANY REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, LEGALITY OR SUITABILITY OF THE SITE OR ANY OF THE INFORMATION CONTAINED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE AND YOUR RELIANCE UPON ANY OF ITS CONTENTS IS AT YOUR SOLE RISK.

### **Limitation of Liability**

IN NO EVENT SHALL GROW THERAPY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM ANY LOSS OF USE, LOSS OF PROFITS, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SITE OR THE PROVISION OF OR FAILURE TO MAKE AVAILABLE ANY PRODUCTS, GOODS, OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GROW THERAPY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS IS LIMITED TO THE GREATER OF (1) \$200 OR (2) THE FEES PAID TO USE THE RELEVANT SERVICES IN THE 12 MONTHS BEFORE THE DISPUTE.

### **Indemnity**

To the extent allowed by applicable law, you will indemnify Grow Therapy and its directors, officers, employees, and contractors for any third-party legal proceedings (including actions by government authorities) arising out of or relating to your unlawful use of the Services or violation of these Terms. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees.

### **Choice of Law and Jurisdiction**

These Terms are governed by the laws of Delaware. The parties irrevocably submit to the exclusive jurisdiction of the courts of the State of Delaware in respect of all matters and disputes arising hereunder and waive any defense of lack of personal jurisdiction in that jurisdiction. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

### **General Provisions**

These Terms make up the entire agreement relating to your use of the Services and supersede all prior agreements relating to the subject matter hereof. We may change, suspend, or discontinue any of the Services at any time. We will not be liable to you or to any third party for any modification, suspension or discontinuance of the Site. These Terms do not confer any third-party beneficiary rights. You may not transfer any of your rights or obligations under these Terms to anyone else without our consent. Grow Therapy may assign our rights in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise. No delay or omission by Grow Therapy to exercise any right or power it has under these Terms shall impair any such right or power or be construed as a waiver of any succeeding breach. Any waivers by Grow Therapy must be in writing and signed by an authorized representative of Grow Therapy.

This electronic document, and all other electronic documents referred to or incorporated herein, will be: (a) deemed for all purposes to be a “writing” or “in writing”, and to comply with all statutory, contractual, and other legal requirements for a writing; and (b) legally enforceable as a signed agreement. A printed version of these Terms and any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

We appreciate your feedback, suggestions, and other communications (collectively, “**Feedback**”) about the Site and the Services. You should know that we can, but are not obligated to, use your Feedback without restriction or any obligation to compensate you, and aside from the laws governing the confidentiality of healthcare information, we have no obligation to keep them confidential.

Even after termination, these Terms will remain in effect such that all terms that by their nature may survive termination will be deemed to survive such termination.

If you have any questions about these Terms, please contact us via email at [support@growththerapy.com](mailto:support@growththerapy.com).