

MOMS TERMS OF SERVICE

The following describes the terms and conditions applicable to your access and use of the My One Medical Source (“MOMS”) website, platform and services (the “MOMS Services” or “Services”).

MOMS provides a website and platform that connects clinical laboratories, medical facilities, and patients with clinical laboratory testing services, specimen collection, appointment scheduling and coordination between laboratories, healthcare service providers, and patients to provide for greater ease and access to obtaining clinical laboratory testing and result services (the “MOMS Platform”). Please read carefully the following terms and conditions (“Terms of Service”) and our Privacy Policy, which may be found at <https://myonemedicalsource.com/privacy-policy.pdf>. These Terms of Service govern your access to and use of the MOMS Services and, except as otherwise provided in these Terms of Service, all text, graphics, images, information or other materials available through the MOMS Services, and constitute a binding legal agreement between you and MOMS.

Please read and review these Terms of Service carefully.

The Services are offered by My One Medical Source, Inc. (MOMS) (also referred to herein as “we”, “us,” or “our”). Any references to “you” or “your” in these Terms of Service means the individual patient who is using and accessing the MOMS Services for purposes of scheduling, collection and receipt of clinical laboratory testing services, including any person helping or assisting you in your use of the MOMS Services.

By using the MOMS Services or becoming a registered user of our website you agree to be legally bound by these Terms of Service. If you do not wish to be bound by these Terms of Service, you are not authorized to use the MOMS Services and you must discontinue any use immediately.

I. General Terms and Conditions

The MOMS Services

The MOMS Services are intended as a way for you to obtain clinical laboratory specimen collection services by coordination the scheduling of such collections with the clinical laboratory that will perform the testing services. The MOMS Services provide a network of clinical laboratories for which you have a lab order for testing to be performed, have a test kit that needs to be collected by a skilled and licensed healthcare professional, or can select to receive and test your referred or self-directed clinical testing services, and medical access points (MAPs) which are physical medical facility locations that have healthcare service providers available to perform specimen collection services for the clinical laboratory selected to perform your clinical testing services. The MOMS Services are offered solely upon the terms and conditions set forth in these Terms of Service.

In connection with the MOMS Services and these Terms of Service “clinical laboratory: shall mean a CLIA-certified laboratory facility that performs testing on clinical specimens and provides the results of such tests to patients in connection with the diagnosis, treatment, or prevention of disease or other medical conditions. “Medical access points (MAPs)” shall mean a physical, brick and mortar medical facility location that primarily provides medical related services to patients and that is licensed, certified, or otherwise permitted to do business as a medical facility under the applicable state and federal requirements in the state where the MAP is located. All clinical laboratories and MAPS that participate in the MOMS Platform are independent and not affiliated in any way with MOMS. All services provided to you by clinical laboratories and MAPS are subject to the terms and conditions, requirements, and other obligations imposed by those entities and are not under the control of MOMS or otherwise directed by MOMS.

MOMS Does not Provide Medical Advice

THE MOMS SERVICES ARE NOT INTENDED TO AND DO NOT PROVIDE HEALTH OR MEDICAL ADVICE. MOMS does not provide any medical diagnosis, treatment, or care of any kind. If you believe you have a medical emergency, seek immediate medical attention or call 911 immediately. Do not delay, disregard, discontinue, or avoid medical treatment or advice from your licensed healthcare professionals because of anything you may have read or learned while using the MOMS Services. The features of the MOMS Services are meant only to facilitate coordination for the scheduling, collection, and testing of clinical laboratory tests. The MOMS Services do not provide any analysis, testing, results or interpretation of laboratory tests. No information provided on or through the MOMS Services substitutes for medical advice and treatment provided by licensed healthcare professionals.

Eligibility

The MOMS Services are intended solely for use by Registered Users who are legal residents of the United States who are age 18 or older. Any access to or use of the MOMS Services by anyone who is not a Registered User, who are under age 18, or who are not legal residents of the United States, is expressly prohibited. By accessing or using the Services you represent and warrant that you are the Registered User, are age 18 or older, and a legal United States resident. Use of the MOMS Services is only permitted at times when the Registered User is residing in the United States.

Privacy Policy and Protected Health Information.

Your privacy is important to us. We have adopted a Privacy Policy governing our Services and information practices and the choices you can make about the way your information is collected and used. The Privacy Policy is incorporated by reference into these Terms of Service, and use of the Services constitutes acceptance of the Privacy Policy as well.

All Protected Health Information, as that term is defined under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, are used, maintained, and disclosed solely in accordance with the requirements of HIPAA and the Business Associate Agreements entered into by MOMS to act as a business associate on behalf of the various covered entities that coordinate the provision of services through the MOMS Services.

Ownership and Intellectual Property

The MOMS Services and the content in the Services, including all text, graphics, animation, logos, button icons, images, audio clips, software, trademarks, copyrighted information, propriety methods or technology, patents, or any other material displayed on or contained within our website (collectively, the "Content"), and the collection, arrangement, and assembly of the Content, is the property of MOMS or is licensed for use by MOMS. You do not have, nor does your use of the website give you any ownership interest in the Services or the Content. The Services and Content are subject to and must be used in accordance with applicable intellectual property laws, including the protections of trademark, patent, or copyright requirements.

You may not, and you agree you will not, modify, copy, reproduce, prepare derivative works from, license, sell, rent, transfer, translate, redistribute, transmit, republish, reverse engineer, decompile, or disassemble, any of the Services or Content in any way without the express and prior written consent of MOMS.

Copyright and trademarks in the Content are reserved to MOMS and/or the copyright owners (licensors). Prior permission to use, copy, reproduce or reprint any copyrighted material must be obtained from the copyright or trademark owner, regardless of intended use. You must contact MOMS with requests to obtain permission to use, copy, reproduce, or reprint copyrighted Content. You must further abide by all copyright notices, information or restrictions contained or provided in the Services or Content.

MOMS respects the intellectual property of others. If you believe that your work has been copied in a way that violates your rights, please provide us with the information necessary to evaluate your claim and respond appropriately.

Content License

Subject to your compliance with the terms and conditions of these Terms of Service, MOMS grants you a limited, non-exclusive, non-transferable license, without the right to sublicense, to access, view and print any Content solely for your personal use and non-commercial purposes. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by MOMS or its licensors, except for the licenses and rights expressly granted in these Terms of Service.

Account and User Registration

In order to the MOMS Services, you must register to create an account (“Account”) and become a “Registered User.” During the registration process, you will be required to provide certain information and you will establish a username and a password. You agree to provide truthful, accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. MOMS reserves the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. MOMS retains the right to disable or delete any username for any reason in our sole discretion.

You may have the option of signing in to Services and becoming a Registered User through your Google, Facebook, or other third-party linked account. Should you choose to sign in as a Registered User through a linked third-party account, you agree to share with MOMS the necessary information to enable such a sign in. This includes giving MOMS access to the username, email address, and other basic account information associated with the linked sign in. The specific information that MOMS requests from the link accounted will be provided at the time of sign in. Please review the terms and conditions and privacy policies associated with the linked account and what information the third party will share with MOMS prior to using a third-party linked account to become a Registered User of MOMS.

You are responsible for safeguarding your username and password. You agree not to disclose your password to any third party and to take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify MOMS of any unauthorized use of your Account.

Device Security

It is your responsibility to safeguard the devices you use to access the MOMS Services (such as laptops, tablets, and mobile devices) and to use appropriate security settings on those devices. If those devices are lost, stolen, or misplaced, others may be able to access your Account and your personal information and personal health information using those devices.

Endorsements

MOMS does not recommend or endorse any specific tests, health care providers, clinical laboratories, MAPs, procedures, treatments, products, drugs, equipment, supplies, regimens, supplements, benefits, opinions, or other information that may appear on or through the Services. If you rely on any of the

information provided by or through the Services, or by MOMS's employees, contractors, or representatives or other users of the Services, you do so solely at your own risk.

Third-Party Services and Links

Third party links, references, or interfaces in the Services are provided as a convenience to you and are limited to those that meet MOMS's purposes. The inclusion of a link, reference or interface does not necessarily indicate or imply an endorsement of any third party by MOMS, its content, or any merchandise, products, or service provided therein. MOMS makes no representations regarding the content or accuracy of any other website, application, service or product which you may access through the Services. These linked sites and services are not under our control, and MOMS is not responsible for the content available on any linked, referenced or interfaced site or service or any link or reference contained within a linked, referenced or interfaced site or service, or any changes or updates to such sites or services. Your access and use of any linked, referenced or interfaced sites and services are entirely at your own risk and subject to any terms and conditions and privacy policies posted on those sites. Because we have no control over those sites and services and resources, we are not responsible or liable for the availability of those external websites or resources, and we do not screen or endorse them. We are not responsible or liable for any content, advertising, services, products, or other materials on or available from third-party websites or resources. We are also not 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 third-party content, goods or services available on or through any third-party website or resource.

Appropriate Use of Services and Standards of Conduct

You agree to comply with all applicable federal, state, local, and international laws and regulations when using the Services. You shall not use the Services in any manner with the intent to interrupt, damage, disable, overburden, or impair the Services, or interfere with any other party's use and enjoyment of the Services, including, without limitation, sending mass unsolicited messages or "flooding" servers with requests. You may not, without our express written, prior permission, access, monitor, or copy any content or information provided in or through the Services using any data mining, robot, spider, scraper, or other automated means or any manual process for any purpose; take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure; use any device, software, computer code, or virus to interfere or attempt to disrupt or damage the Services; decompile, reverse engineer, modify, or disassemble any of the software related to the services; deep-link to any portion of the Services for any purpose; or "frame," "mirror," or otherwise incorporate any part of the Services into any other website or application. You agree to cooperate with us to prevent any unauthorized hacking of the Services or unauthorized use thereof. You may not exploit software errors to manipulate the Services or MOMS Platform and our systems. You may not use the Services to publish, disseminate, or submit any defamatory, offensive, or illegal material. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through the Services.

II. Warranties and Representations

THE SERVICES AND CONTENT ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, MOMS EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. MOMS MAKES NO WARRANTY THAT THE SERVICES OR CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE OR ERROR-FREE BASIS. MOMS MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SERVICES OR CONTENT OBTAINED THROUGH THE SERVICES OR THE ACCURACY,

TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SERVICES.

MOMS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES PROVIDED OR OBTAINED THROUGH CLINICAL LABORATORIES AND MAPS YOU SELECT TO RECEIVE CLINICAL TESTING AND COLLECTION SERVICES FROM OR THROUGH THE MOMS PLATFORM. SUCH SERVICES OFFERED BY CLINICAL LABORATORIES AND MAPS ARE WHOLLY INDEPENDENT FROM AND NOT UNDER THE CONTROL OR AUTHORITY OF MOMS. ANY INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM MOMS OR THROUGH OUR CONTENT, IS NOT INTENDED TO PROVIDE HEALTH OR MEDICAL ADVICE AND WILL NOT CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU UNDERSTAND AND AGREE THAT ANY INFORMATION STORED ON OR ACCESSIBLE VIA THE MOMS SERVICE IS STORED AND ACCESSIBLE AT YOUR OWN DISCRETION AND RISK AND THAT MOMS WILL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO THE HEALTHCARE AND FINANCIAL INFORMATION YOU PROVIDE TO OR ACCESS THROUGH THE MOMS SERVICES AND MOMS DISCLAIMS ALL LIABILITY IN THIS REGARD.

III. Limitations on Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES AND CONTENT REMAINS WITH YOU. NEITHER MOMS NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE OR FROM THE USE OF OR INABILITY TO USE, THE SERVICES OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MOMS HAS INFORMED YOU OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL MOMS'S AGGREGATE LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE OR FROM YOUR USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED THE TOTAL AMOUNT OF SERVICE FEES THAT YOU PAID TO MOMS WITHIN THE LAST 12 MONTHS OR ONE HUNDRED DOLLARS (\$100), WHICHEVER IS GREATER. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN MOMS AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IV. Agreement to Arbitrate

You and MOMS agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services or Content (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

YOU ACKNOWLEDGE AND AGREE THAT YOU AND MOMS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS BOTH YOU AND MOMS OTHERWISE AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT

OTHERWISE PRESIDE OVER ANY FORM OF ANY CLASS OR REPRESENTATIVE PROCEEDING. IF THIS SPECIFIC PARAGRAPH IS HELD UNENFORCEABLE, THEN THE ENTIRETY OF THIS “DISPUTE RESOLUTION” SECTION WILL BE DEEMED VOID. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, THIS “DISPUTE RESOLUTION” SECTION WILL SURVIVE ANY TERMINATION OF THESE TERMS.

Arbitration Rules and Governing Law

The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section. The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Ohio and will be selected by the parties from the AAA’s roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure

Unless you and MOMS otherwise agree, the arbitration will be conducted in Cleveland, Ohio or the state in which you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and MOMS submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator’s Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator’s award damages must be consistent with the terms of the “Limitation of Liability” section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant’s individual claim. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses, to the extent provided under applicable law. MOMS will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys’ fees and expenses if it prevails in arbitration.

Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, MOMS will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Changes

Notwithstanding the provisions of the “Modification” section above, if MOMS changes this “Dispute Resolution” section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to: legal@myonemedicalsource.com) within 30 days of the date such change became effective, as indicated in the “Last Updated Date” above or in the date of MOMS’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and MOMS in accordance with the provisions of this “Dispute Resolution” section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

V. Miscellaneous

Indemnity

You agree to defend, indemnify, and hold MOMS, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Services or Content, or your violation of these Terms of Service.

Controlling Law and Jurisdiction

These Terms of Service and any action related thereto will be governed by the laws of the State of Ohio without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights will be the state and federal courts located in the Northern District of Ohio and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

Entire Agreement

These Terms of Service constitute the entire and exclusive understanding and agreement between MOMS and you regarding the Services and Content, and these Terms of Service supersede and replace any and all prior oral or written understandings or agreements between MOMS and you regarding the Services and Content.

Modification

MOMS reserves the right, at its sole discretion, to modify, discontinue or terminate the Services or to modify these Terms of Service, at any time. If we modify these Terms of Service, we will post the modification on the Services and provide you with notice of the modification. We will also update the “Last Updated Date” at the top of the home page of any website governed by these Terms of Service. By continuing to access or use the Services after we have posted a modification on the Services or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms of Service. If the modified Terms of Service are not acceptable to you, your only recourse is to cease using the Services.

Assignment

You may not assign or transfer these Terms of Service, by operation of law or otherwise, without MOMS’s prior written consent. Any attempt by you to assign or transfer these Terms of Service, without such consent, will be null and of no effect. MOMS may assign or transfer these Terms of Service, at its sole discretion, without restriction. Subject to the foregoing, these Terms of Service will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

Any notices or other communications permitted to required hereunder, including those regarding modifications to these Terms of Service, will be in writing and given: (i) by MOMS via email (in each case to the address that you provide) or (ii) by posting to our website. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.