

**NVP MSO
TERMS OF SERVICE**

Last Modified: October 17, 2024

Welcome, and thank you for your interest in NVP Medical Group (“**NVP**,” “**we**,” or “**us**”) and our website at nvpmedicalgroup.com (“**Site**”), and our related websites and hosted applications (collectively, the “**Service**”). These Terms of Service are a legally binding contract between you and NVP MSO, LLC (“**NVP MSO**”) regarding your use of the Service. If you are client or customer of NVP your separate contract with NVP relating to your relationship with us in that capacity will control to the extent of any conflict or inconsistency with these Terms (defined below).

PLEASE READ THE FOLLOWING TERMS CAREFULLY. BY CLICKING “I ACCEPT,” OR BY OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING NVP MSO’S [PRIVACY POLICY](#), WHICH IS INCORPORATED HEREIN BY REFERENCE (TOGETHER, THESE “TERMS**”). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU MUST NOT ACCESS OR USE THE SERVICES. YOUR USE OF THE SERVICE, AND NVP MSO’S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY NVP MSO AND BY YOU TO BE BOUND BY THESE TERMS.**

ARBITRATION NOTICE. THESE TERMS CONTAIN AN INDIVIDUAL ARBITRATION PROVISION AND A CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT CONTEMPLATE THE EXCLUSIVE USE OF FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES BETWEEN YOU AND US, INCLUDING ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE YOU AGREED TO THESE TERMS. EXCEPT FOR CERTAIN KINDS OF DISPUTES DESCRIBED IN SECTION 16 (*DISPUTE RESOLUTION AND ARBITRATION*), TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS, AS WELL AS YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION OR PROCEEDING.

1. Overview.

- 1.1 **General.** You can use the Service to find out information about NVP’s services and, in some cases, at your discretion, complete registration forms and access other services we offer.
- 1.2 **Changes to the Terms.** We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Services thereafter. However, any changes to the dispute resolution provisions will not apply to any disputes for which the parties have actual notice prior to the date the change is posted on the Services. Your continued use of the Service following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.
- 1.3 **Do Not Use in an Emergency.** IF YOU HAVE A MEDICAL EMERGENCY, **CALL 9-1-1 IMMEDIATELY.** NEITHER NVP MSO NOR THE SERVICE ARE DESIGNED FOR OR INTENDED FOR EMERGENCY USE.

2. NO MEDICAL ADVICE. THE INFORMATION CONTAINED ON THE SITE IN THE SERVICE IS NOT MEDICAL ADVICE. WITHOUT LIMITING ANY OTHER TERMS IN THESE TERMS:

- 2.1 YOU ACKNOWLEDGE THAT, THE INFORMATION MADE AVAILABLE THROUGH THE SITE AND THE SERVICES DO NOT CREATE A MEDICAL PROFESSIONAL OR PATIENT RELATIONSHIP BETWEEN NVP MSO AND YOU, AND SUCH INFORMATION DOES NOT CONSTITUTE ANY PROFESSIONAL OPINION, MEDICAL ADVICE, DIAGNOSIS OR TREATMENT BY NVP MSO. NONE OF THE SERVICES OR INFORMATION PROVIDED THROUGH THE SITE BY NVP MSO ARE INTENDED AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, ANY PROFESSIONAL ADVICE, DIAGNOSIS, OR TREATMENT.
- 2.2 NVP MSO DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR OTHER COMMITMENTS OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, IN CONNECTION WITH ANY INFORMATION ON THE SERVICE (INCLUDING BUT NOT LIMITED TO DESCRIPTIONS OF PROFESSIONAL/PROVIDER QUALIFICATIONS, EXPERTISE, OR QUALITY OF WORK). WITHOUT LIMITING THE FOREGOING, NVP MSO DOES NOT ENDORSE ANY PARTICULAR TREATMENT METHOD OR TECHNIQUE, AND SHALL IN NO EVENT BE LIABLE TO YOU OR TO ANYONE FOR ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY ANY PARTY IN RELIANCE ON INFORMATION ARISING FROM ANY USE OF THE SERVICE.
- 2.3 NOTHING IN THESE TERMS SHOULD BE CONSTRUED TO ALTER OR OTHERWISE AFFECT THE LEGAL, ETHICAL OR PROFESSIONAL RELATIONSHIPS BETWEEN AND AMONG YOU AND PROVIDERS, NOR DOES ANYTHING IN THESE TERMS ABROGATE ANY RIGHT, PRIVILEGE OR OBLIGATION ARISING FROM OR RELATED TO THE PHYSICIAN-PATIENT RELATIONSHIP.
- 2.4 NVP MSO IS NOT A REFERRAL SERVICE AND DOES NOT REFER, RECOMMEND OR ENDORSE ANY PARTICULAR PROVIDER, TEST, PROCEDURE, OPINION, OR OTHER INFORMATION THAT MAY APPEAR VIA THE SERVICES. IF YOU RELY ON ANY INFORMATION OR SERVICE, YOU DO SO SOLELY AT YOUR OWN RISK. WE ENCOURAGE YOU TO INDEPENDENTLY CONFIRM ANY INFORMATION OR CONSULTATION RELEVANT TO YOU WITH OTHER SOURCES.
- 3. Eligibility.** You must be at least 18 years old to use the Service. In certain cases, if you are under the age of 18 (or the age of legal majority under applicable law), you may be able to use the Service, but only under the supervision of a parent or legal guardian who agrees to be bound by these Terms. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old, or you are under 18 (or the age of legal majority under applicable law) and you are using the Service under the supervision of a parent or legal guardian who agrees to be bound by these Terms; and (b) your use of the Service is in compliance with any and all applicable laws and regulations.
- 4. Accounts and Registration.** To access some features of the Service, you may be required to register for an account. If you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, or other contact information. You agree that the information you provide to us is accurate, complete, and not misleading, and that you will keep it accurate and up to date at all times. When you register, you will be asked to create a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you should immediately notify us at the email address referenced in Section 17.6 (*Contact Information*).

5. Licenses.

- 5.1 **Limited License.** Subject to your complete and ongoing compliance with these Terms, NVP MSO grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service.
- 5.2 **License Restrictions.** Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, modify, publicly display, publicly perform, create derivative works of, republish, download, store or transmit any of the material on our Service; (b) make modifications to the Service; or (c) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, then you may not use it.
- 5.3 **Feedback.** We respect and appreciate the thoughts and comments from our users. If you choose to provide input and suggestions regarding existing functionalities, problems with or proposed modifications or improvements to the Service ("**Feedback**"), then you hereby grant NVP MSO an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other services. We will have no obligation to provide you with attribution for any Feedback you provide to us.

6. **Ownership; Proprietary Rights.** The Service is owned and operated by NVP MSO. The visual interfaces, text, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service provided by NVP MSO ("**Materials**") are protected by intellectual property and other laws. All Materials included in the Service are the property of NVP MSO or its third-party licensors. Except as expressly authorized by NVP MSO, you may not make use of the Materials. There are no implied licenses in these Terms and NVP MSO reserves all rights to the Materials not granted expressly in these Terms.

7. Third-Party Terms.

- 7.1 **Third-Party Services and Linked Websites.** NVP MSO may provide tools through the Service that enable you to export information, including Submitted Data, to third-party services. By using one of these tools, you hereby authorize NVP MSO to transfer that information to the applicable third-party service. Third-party services are not under NVP MSO's control, and, to the fullest extent permitted by law, NVP MSO is not responsible for any third-party service's use of your exported information. The Service may also contain links to third-party websites. Linked websites are not under NVP MSO's control, and NVP MSO is not responsible for their content. Please be sure to review the terms of use and privacy policy of any third-party services before you share any Submitted Data or information with such third-party services. Once sharing occurs, NVP MSO will have no control over the information that has been shared.
- 7.2 **Third-Party Software.** The Service may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components ("**Third-Party Components**"). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third-Party Components under the

applicable third-party licenses or to limit your use of Third-Party Components under those third-party licenses.

8. Submitted Data.

8.1 **Submitted Data Generally.** Certain features of the Service may permit users to submit, upload, or otherwise transmit ("**Submit**") content to the Service, including registration forms, informed consents, messages, data, text, and any other works of authorship, other works, or other information, including through any user intake or onboarding form available on the Service ("**Submitted Data**"). You retain any copyright and other proprietary rights that you may hold in the Submitted Data that you Submit to the Service, subject to the licenses granted in these Terms.

8.2 **Limited License Grant to NVP MSO.** By Submitting Submitted Data to or via the Service, you grant NVP MSO a worldwide, non-exclusive, irrevocable, royalty-free, fully paid right and license (with the right to sublicense through multiple tiers) to host, store, transfer, reproduce, modify for the purpose of formatting for display, create derivative works as authorized in these Terms, and otherwise exploit your Submitted Data, in whole or in part, in any media formats and through any media channels, in each instance whether now known or hereafter developed for purposes of building, training, improving, or providing our current and future products and services (including, without limitation, any that leverage or include artificial intelligence technologies or capabilities, such as and machine learning models).

8.3 **You Must Have Rights to the Content You Submit; Submitted Data Representations and Warranties.** You must not Submit Submitted Data if you are not the owner of or are not fully authorized to grant rights in all of the elements of that Submitted Data. NVP MSO disclaims any and all liability in connection with Submitted Data. You are solely responsible for your Submitted Data and the consequences of providing Submitted Data via the Service. By providing Submitted Data via the Service, you affirm, represent, and warrant to us that:

8.4 **Monitoring Content.** NVP MSO does not control and does not have any obligation to monitor: (a) Submitted Data; (b) any content made available by third parties; or (c) the use of the Service by its users. You acknowledge and agree that NVP MSO reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. If at any time NVP MSO chooses to monitor the content, then NVP MSO still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy (defined below). NVP MSO may block, filter, mute, remove or disable access to any Submitted Data uploaded to or transmitted through the Service without any liability to the user who Submitted such Submitted Data to the Service or to any other users of the Service.

9. Communications.

9.1 **Text Messaging.** You agree that NVP MSO and those acting on our behalf may send you text (SMS) messages at the phone number you provide us. These messages may include operational messages about your use of the Service, as well as marketing messages. Text messages may be sent using an automatic telephone dialing system. Standard data and message rates may apply whenever you send or receive such messages, as specified by your carrier. IF YOU WISH TO OPT

OUT OF ANY OR ALL TEXT MESSAGES FROM NVP MSO, YOU CAN EMAIL THE EMAIL ADDRESS REFERENCED IN SECTION 17.6 (*CONTACT INFORMATION*) OR TEXT THE WORD "STOP" TO THE NUMBER FROM WHICH YOU ARE RECEIVING THE MESSAGES, HOWEVER YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL MESSAGES MAY IMPACT YOUR USE OF THE SERVICE. You may continue to receive text messages for a short period while we process your request, including a message confirming the receipt of your opt-out request. Your agreement to receive marketing texts is not a condition of any purchase on or use of the Service.

9.2 **Email.** We may send you emails concerning our services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

10. Prohibited Conduct. BY USING THE SERVICE, YOU AGREE NOT TO:

10.1 use the Service for any illegal purpose or in violation of any local, state, national, or international law;

10.2 violate or encourage others to violate any right of a third party, including by infringing or misappropriating any third-party intellectual property right;

10.3 access, search, or otherwise use any portion of the Service through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, scrapers, and data mining tools) other than the software or search agents provided by NVP MSO;

10.4 interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use, printing or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;

10.5 interfere with the operation of the Service or any user's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;

10.6 use the Service to develop new services (including, without limitation, for developing, training, and fine tuning artificial intelligence and machine learning models) without NVP MSO's express written permission;

10.7 perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or identity, accessing any other Service account without permission, or falsifying your age or date of birth;

10.8 sell or otherwise transfer the access granted under these Terms or any Materials or any right or ability to view, access, or use any Materials; or

10.9 attempt to do any of the acts described in this Section 10 (*Prohibited Conduct*) or assist any person in engaging in any of the acts described in this Section 10 (*Prohibited Conduct*).

- 11. DMCA Notification.** NVP MSO respects the intellectual property rights of others, takes the protection of intellectual property rights very seriously, and asks users of the Service to do the same. Infringing activity will not be tolerated on or through the Service. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. § 512, as amended). If you have an intellectual property rights-related complaint about any material on the Service, you may contact our Designated Agent at the following address:

NVP MSO, LLC
Attn: Legal Department (IP Notification)
831 Beacon Street, Suite 292
Newton Center, MA 02459
Email: NVP-Admin@nvpmedicalgroup.com

12. Term and Termination.

- 12.1 **Term.** These Terms are effective beginning when you accept the Terms or first access or use the Service.
- 12.2 **Termination.** If you violate any provision of these Terms, then your authorization to access the Service and these Terms automatically terminate. In addition, NVP MSO may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice, and without any liability to you arising from such termination. You may terminate your account and these Terms at any time through your account settings or by contacting customer service at the email address referenced in Section 17.6 (*Contact Information*).
- 12.3 **Effect of Termination.** Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you must pay NVP MSO any unpaid amount that was due prior to termination (if applicable); and (d) Sections 5.3 (*Feedback*), 6 (*Ownership; Proprietary Rights*), 12.3 (*Effect of Termination*), 13 (*Indemnity*), 14 (*Disclaimers; No Warranties by NVP MSO*), 15 (*Limitation of Liability*), 16 (*Dispute Resolution and Arbitration*), and 17 (*Miscellaneous*) will survive. You are solely responsible for retaining copies of any Submitted Data you Submit to the Service since upon termination of your account, you may lose access rights to any Submitted Data you Submitted to the Service. If your account has been terminated for a breach of these Terms, then you are prohibited from creating a new account on the Service using a different name, email address or other forms of account verification.

- 13. Indemnity.** To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify NVP MSO, its affiliates and their respective shareholders, directors, managers, members, officers, employees, consultants, service providers, management organizations, and agents from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including attorneys' fees and costs, arising out of or connected with: (1) your violation of these Terms or your use of the Services; (2) your violation of any third-party right, including any intellectual property right; or (3) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to

indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

14. Disclaimers; No Warranties. THE FOLLOWING TERMS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW:

14.1 THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. NVP MSO DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. NVP MSO DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND NVP MSO DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

14.2 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR NVP MSO OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF NVP MSO OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING SUBMITTED DATA.

14.3 WITHOUT LIMITING ANY OTHER TERMS SET FORTH IN THESE TERMS:

(a) NVP MSO IS NOT A HEALTH INSURANCE OR HEALTH CARE COMPANY AND DOES NOT PROVIDE YOU WITH HEALTH INSURANCE BENEFITS. YOU ARE SOLELY RESPONSIBLE FOR IDENTIFYING AND UNDERSTANDING ANY THIRD-PARTY PLANS OR BENEFITS YOU MAY HAVE THAT PERTAIN TO HEALTHCARE.

(b) NVP MSO HAS NO RESPONSIBILITY TO COORDINATE WITH YOUR EMPLOYER OR ANY THIRD PARTY IN CONNECTION WITH ANY OTHER BENEFITS OR PLANS YOU MAY HAVE THAT PERTAIN TO HEALTHCARE. YOU ARE SOLELY RESPONSIBLE FOR ALL SUCH COORDINATION.

15. Limitation of Liability. IN NO EVENT WILL NVP MSO BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY NVP MSO ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. THE AGGREGATE LIABILITY OF NVP MSO TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO US\$100. RESPONSIBILITY FOR

THE DECISIONS YOU MAKE REGARDING SERVICES OFFERED VIA THE SERVICE (WITH ALL THEIR IMPLICATIONS) RESTS SOLELY WITH YOU. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

16. Dispute Resolution and Arbitration.

- 16.1 **Generally.** You and NVP MSO agree that every dispute arising in connection with these Terms, the Service, or communications from us will be resolved through binding arbitration. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND NVP MSO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. This arbitration agreement, and any arbitration between us, is subject the Federal Arbitration Act and will be administered by the JAMS under the rules applicable to consumer disputes as modified by these Terms. The arbitrator's award shall be final and binding on all parties. Judgment on the award may be entered in any court having jurisdiction. If Section 16.3 (*No Class Actions*) or the entirety of this Section 16 (*Dispute Resolution and Arbitration*) is found to be unenforceable, or if NVP MSO receives an Opt-Out Notice from you, then the entirety of this Section 16 (*Dispute Resolution and Arbitration*) will be null and void and, in that case, the exclusive jurisdiction and venue described in Section 17.2 (*Governing Law*) will govern any action arising out of or related to these Terms.
- 16.2 **Opt-Out.** If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 16 (*Dispute Resolution and Arbitration*) within 30 days after the date that you agree to these Terms by sending a letter to NVP MSO, LLC. Once NVP MSO receives your Opt-Out Notice, this Section 16 (*Dispute Resolution and Arbitration*) will be void and any action arising out of these Terms will be resolved as set forth in Section 17.2 (*Governing Law*). The remaining provisions of these Terms will not be affected by your Opt-Out Notice.
- 16.3 **No Class Actions.** YOU AND NVP MSO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and NVP MSO agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

17. Miscellaneous.

- 17.1 **General Terms.** These Terms, including the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and NVP MSO regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms and all rights granted under these Terms, including with respect to your Submitted Data, at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of Section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word "including" means "including but not limited to." If any part of these Terms is held to be invalid or unenforceable, then the unenforceable part will

be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

- 17.2 **Governing Law.** These Terms are governed by the laws of the State of Delaware without regard to conflict of law principles. You and NVP MSO submit to the personal and exclusive jurisdiction of the state courts and federal courts having jurisdiction over the State of Delaware for resolution of any lawsuit or court proceeding permitted under these Terms.
- 17.3 **Privacy Policy.** Please read the NVP MSO [Privacy Policy](#) (the “**Privacy Policy**”) carefully for information relating to our collection, use, storage, and disclosure of your personal information.
- 17.4 **Additional Terms.** Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service.
- 17.5 **Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
- 17.6 **Contact Information.** The Service is offered by NVP MSO, LLC, located at 831 Beacon Street, Suite 292, Newton Center, MA 02459. You may contact us by sending correspondence to that address or by emailing us at NVP-Admin@nvpmedicalgroup.com.
- 17.7 **No Support.** We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.
- 17.8 **International Use.** The Service is intended for visitors located within the United States. We make no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.