

PROTEOR USA, LLC

TERMS OF USE

EFFECTIVE DATE: JANUARY 1, 2021

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These Terms apply to you and your authorized users. If you accept these Terms on behalf of an entity, you hereby represent and warrant that you are authorized to do so. You may permit your employees, agents, or contractors ("Authorized Users") to use the Services, provided that your authorized users comply with these Terms. You are responsible for the use and actions of your authorized users.

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Information provided on the Site and the Services may be changed or updated without notice. Company may also make improvements and/or changes in the Services described in this information at any time without notice. Your continued use of the Site following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

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We reserve the right to withdraw or amend the Site, and any service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users.

You are responsible for making all arrangements necessary for you to have access to the Site and ensuring that all persons who access the Site through your internet connection are aware of these Terms and comply with them.

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IN NO EVENT SHALL COMPANY BE FINANCIALLY LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

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"Customer Data" means all data, information, or content provided, uploaded, recorded, or posted by any Authorized User during and in connection with its authorized use of the Services published or displayed on or through the Services or transmitted to or shared with other users. Customer Data includes protected health information (PHI) but does not include Aggregated Data. Any Customer Data, material, information, or idea you transmit to the Site or through the Services by any means will be treated in accordance with Company's Privacy Policy.

You grant us the limited license to process the Customer Data you transmit on our Site or through our Services. You represent and warrant that you own or control all rights in, to, and under the Customer Data you transmit on our Site or through our Services, and have received the applicable consent to collect, use, and process such Customer Data, and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our licensees, successors, and assigns.

You understand and acknowledge that you are responsible for any Customer Data you submit or transmit, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

AGGREGATED DATA

You authorize Company to compile Aggregated Data and such Aggregated Data shall be proprietary to Company. To the extent necessary, you hereby assign to Company all right, title, and interest in, to, and under the Aggregated Data. "Aggregated Data" means any non-personally identifiable, technical, statistical or analytical data, gathered or generated directly by the Services or Deliverables or by use of the Services or Deliverables, that Company collects, gathers, and aggregates periodically as part of its ordinary business operations. Aggregated Data is de-identified data that Company (and its affiliates, licensors, and agents) may use on a non-attributed basis to monitor and improve its products and services, for benchmarking purposes, or to provide customized services or technologies to its customers

PROHIBITED USES

You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to use the Site:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", "spam", or any other similar solicitation.
- To post or transmit to or from the Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm the Company or users of the Site or expose them to liability.
- Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site or reverse engineer the Site or the Services.
- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.

- Otherwise attempt to interfere with the proper working of the Site.

TERMINATION

In its sole and absolute discretion, with or without notice to you, Company may suspend or terminate your use of and access to the Services, terminate your account and/or remove and discard anything transmitted by you, or information stored, sent, or received via the Services without prior notice and for any reason, including, but not limited to: (i) any unauthorized access or use of the Services, (ii) any violation of this Agreement, or (iii) tampering with or alteration of any of the software and/or data files contained in, or accessed through, the Services. Company shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension of the Site. Termination, suspension, or cancellation of the Services or your access rights to the Site shall not affect any right or relief to which Company may be entitled, at law or in equity, and all rights granted to you will automatically terminate and immediately revert to Company.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Site, including, but not limited to, your use of the Site's content, services, and products (other than as expressly authorized in these Terms) or your use of any information obtained from the Site.

GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement and performance hereunder shall be exclusively governed by, and construed in accordance with, the laws of the state of Delaware and in accordance with the provision defined in the applicable Masters Service Agreement

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

WAIVER AND SEVERABILITY

No waiver of by the Company of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.