Terms of Use

Last Modified: June 13, 2024

Welcome To UWH of The Carolinas

By using our website, you are agreeing to these terms. Please read them carefully.

These Terms of Use contain a Mutual Arbitration Agreement, further described below. By using our website, you are agreeing to arbitrate claims that you may have against UWH of The Carolinas.

No Medical Advice

We do not provide any type of medical advice or consultation via the website.

DO NOT USE THE SERVICES FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, DIAL "911" IMMEDIATELY.

The website is not intended for medical emergencies or urgent situations. You should not consult the website or any content appearing via the website in the event of a medical emergency or urgent situation. Individuals with specific questions regarding their individual health or treatment options should seek the advice of a physician or other qualified healthcare provider. Please DO NOT disregard your physician or health care provider's advice or delay seeking treatment based on information found on this site. If you think you need medical attention, please contact your health care provider immediately.

USING OUR WEBSITE

You must follow any policies made available to you within the website.

Don't misuse our website. For example, don't interfere with our website or try to access it using a method other than the interface and the instructions that we provide. You may use our website only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing you access to our website if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our website does not give you ownership of any intellectual property rights in our website or the content you access. You may not use content from our website unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used on our website. Don't remove, obscure, or alter any legal notices displayed on our website.

In connection with your use of the website, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

YOUR PRIVACY

Our privacy policy explains how we treat your personal data and protect your privacy when you use our website. By using our website, you agree that we can use your data in accordance with our privacy policy.

PROHIBITED USES

You may use our website only for lawful purposes and in accordance with these terms. You agree not to use our website:

- 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).
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these terms.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate UWH of The Carolinas, a UWH of The Carolinas employee, or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the website, or which, as determined by us, may harm UWH of The Carolinas, or users of the website or expose them to liability.
- Use robots, spiders, scripts, service, software or other device or process designed to scrape content, data or information from the Website;
- Use content on the Website for the development of any software program, model, algorithm, or generative AI tool, including, but not limited to, training or using content on the Website in connection with the development or operation of a machine learning or artificial intelligence (AI) system.

Additionally, you agree not to:

- Use the website 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 website.
- Use any robot, spider or other automatic device, process or means to access the website for any purpose, including monitoring or copying any of the material on the website.
- Use any manual process to monitor or copy any of the material on the website 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 website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the website, the server on which the website is stored, or any server, computer or database connected to the website.
- Attack the website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the website.

If you encounter content or a user that you believe violates the above policies, please report it to us calling the Privacy Officer at 1.866.825.1606 or writing to us at:

Unified Women's Healthcare, LP

c/o Privacy Officer

4010 W. Boy Scout Blvd, Suite 500

Tampa, FL 33607

MANAGING CONTENT AND COMMUNICATIONS

Although it is not our intention to do so, we reserve the right, in our sole discretion, to delete or remove your content from the website and to restrict, suspend, or terminate your access to all or part of the website, at any time if we have cause to do so (including, without limitation, our good faith belief that you have violated the Terms of Use) without prior notice or liability.

UWH of The Carolinas, may, but is not obligated to, monitor or review any areas on the website where you transmit or post content, including but not limited to areas where our services are available.

To the maximum extent permitted by law, UWH of The Carolinas, will have no liability related to your content arising under the laws of copyright, libel, privacy, obscenity, or otherwise. UWH of The Carolinas, also disclaims all liability with respect to the misuse, loss, modification, or unavailability of any of your content.

TRADEMARKS

UWH of The Carolinas, or their subsidiaries, or affiliates, or third parties from whom we have permission, own the trademarks or service marks that are used on the website. All rights are reserved. These and other graphics, logos, service marks, trademarks and trade dress of UWH of The Carolinas, and their licensors may not be used without prior written consent of UWH of The Carolinas, or their licensor, as the case may be. Without limiting the

foregoing, our trademarks or trade dresses may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among users, or in any manner that disparages or discredits us.

PROPRIETARY RIGHTS

Your use of the website confirms your acknowledgment that the website contains certain content (such as text, graphics, photographs, video, audio, code, and other data or information relating to any subject) ("Content"), that is protected by copyrights, trademarks, trade secrets, or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed. All Content is or may be copyrighted as a collective work under the U.S. copyright laws, and UWH of The Carolinas, owns or licenses a copyright in the selection, coordination, arrangement, and enhancement of such Content on the website. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any such Content, in whole or in part. If no specific restrictions are displayed, you may make copies of select portions of the Content, provided that the copies are made only for your personal use and that you maintain any notices contained in the Content, such as all copyright notices, trademark legends, or other proprietary rights notices. Except as provided in the preceding sentence or as permitted by the fair use privilege under the U.S. copyright laws (see, e.g., 17 U.S.C. Section 107), you may not upload, post, reproduce, or distribute in any way Content protected by copyright, or other proprietary right, without obtaining permission of the owner of the copyright or other property right.

MODIFYING AND TERMINATING OUR WEBSITE

We are constantly changing and improving our website. We may add or remove functionalities or features, and we may suspend or stop a service altogether.

You can stop using our website at any time. We may also stop providing services to you, or add or create new limits to our website at any time.

ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this Website is not accurate, complete, or current. We may update the content on this Website from time to time, but their content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material. The Website may contain certain historical information. Historical information is not current and is provided for your reference only. We reserve the right to modify the contents of the Website at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our Website.

LINKS FROM THE WEBSITE

If our website contains links to other sites and resources provided by third parties, these links are provided for your convenience only and are not intended and should not be construed as any endorsement or approval of, association with or control over any such organization or site or the contents thereof. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them, and disclaim all warranty and liability as to the accuracy, completeness, suitability or utility thereof. If you decide to access any of the third party websites linked to our website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Linking to the Website and Social Media Features

You may link to our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part.

AGE OF USERS

Our products and services are directed towards adults or with the consent of adults. Individuals under the age of 18 are not permitted to use our website without the supervision of a parent or legal guardian. Furthermore, we do not knowingly collect or solicit personal information from children under the age of 18. Should we learn that someone under the age of 18 has provided any personal information to or on our website, we will remove that information as soon as possible.

DISCLAIMER OF WARRANTIES

OUR WEBSITE IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE WEBSITE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, WE PROVIDE NO WARRANTY OR UNDERTAKING, AND MAKE NO REPRESENTATION OF ANY KIND THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE, OR ANY OF OUR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE WEBSITE FOR:

PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF UWH of The Carolinas, AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED USD $500.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless UWH of The Carolinas, and their officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the website or in violation of these terms.

GOVERNING LAW AND JURISDICTION

All matters relating to the website and these terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule.

You agree to submit to the nonexclusive personal jurisdiction of the courts located within the City and County of Tampa, Florida. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

MUTUAL ARBITRATION

Any claim or controversy at law or equity that arises out of or relates to this website or these Terms of Use (each a "Claim"), shall first be attempted to be settled amicably in good faith by mediation. To begin the process of mediation, you must first send a notice of claim that describes the nature of the dispute, to 4010 W. Boy Scout Blvd, Suite 500, Tampa, FL 33607, Attn: Legal Department. If mediation is unsuccessful, any controversy, dispute or Claim arising out of, or in connection with, this website or these Terms of Use must be settled by final and binding arbitration before one (1) arbitrator to be held exclusively in Tampa, Florida in accordance with the Commercial Arbitration Rules, as amended and in effect from time to time, of the American Arbitration Association (the "Rules"). The procedures and law applicable during the arbitration of any controversy, dispute or Claim shall be both the Rules and the internal laws of the State of Delaware excluding, and without regard to, its or any other jurisdiction's rules concerning any conflict of laws. The arbitrator shall have the power to order injunctive relief or provide further equitable remedies. All fees and expenses relating to the work performed by the arbitrator shall be shared equally between you and UWH of The Carolinas, unless the Rules provide otherwise. Nothing in this paragraph shall prevent you or UWH of The Carolinas, from seeking injunctive relief from any state or federal court located in Tampa, Florida. You and UWH of The Carolinas, consent to the exclusive jurisdiction and venue of such courts with respect to any matter not within the arbitrator's jurisdiction. Any award of the arbitrator may be enforced in any court of competent jurisdiction. The Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.* ("FAA"), shall govern the interpretation and enforcement of this Mutual Arbitration Agreement.

The arbitrator(s) shall have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision including but not limited to any unconscionability challenge or any other challenge that the arbitration provision or these Terms is void, voidable or otherwise invalid.

NO CONSOLIDATION

Any Claim shall be arbitrated or litigated, as the case may be, on an individual basis and shall not be consolidated with any Claim of any other party whether through class action proceedings, class arbitration proceedings or otherwise. The AAA Mass Arbitration Rules and AAA Multiple Consumer Case Filing Fees shall apply when twenty-five (25) or more similar claims are asserted against UWH of The Carolinas by the same or coordinated counsel or are otherwise coordinated where representation of the parties is consistent or coordinated across the cases (and your claim is one of them) ("Mass Arbitration"). In the event of a Mass Arbitration, the parties shall cooperate to group cases into batches of at least twenty-five and no more than one hundred cases each (a "Batch"), with each Batch having its own set of set of administrative documents, and administrative filing fees per Batch.

LIMITATION ON TIME TO FILE CLAIMS

UNLESS PROHIBITED BY LAW, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE

COMMENCED WITHIN THE APPLICABLE STATUTE OF LIMITATIONS, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

WAIVER AND SEVERABILITY

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

CHANGES TO THESE TERMS

We may modify these terms or any additional terms that apply to the website to, for example, reflect changes to the law or changes to our website or the services offered through our website. You should look at the terms regularly. We will post notice of modifications to these terms on this page. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a service, you should discontinue your use of that service.

ASSIGNMENT.

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by UWH of The Carolinas without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

ENTIRE AGREEMENT

The Terms and all documents referenced herein constitute the sole and entire agreement between you and us with respect to your use of the website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to your use of the website.

YOUR COMMENTS AND CONCERNS

This website is operated by [INSERT APPROPRIATE INFORMATION]

All feedback, comments, requests for technical support and other communications relating to our website should be directed to: [INSERT APPROPRIATE EMAIL].