

MISIO RX TERMS OF USE

Last updated: April 2026

Misio Health, LLC d/b/a Misio RX (“**Misio**,” “**Misio RX**,” “**we**,” “**our**,” or “**us**”) makes the Misio RX website and any Misio-controlled webpages, mobile applications, and digital services that link to these Terms of Use (collectively, the “**Site**”) available to you (“**User**”, “**you**”, or “**your**”) subject to these Terms of Use (“**Terms**”). For clarity, the “**Site**” includes only those websites, pages, applications, and digital services that are owned or controlled by Misio and that link to these Terms, and does not include third-party portals, websites, platforms, or services except to the limited extent expressly stated herein. Misio RX is a product and service offering of Misio Health, LLC. Certain features, functionality, content, registrations, account access, digital card services, pharmacy locator tools, or other services that may be accessible from or through the Site may be provided by one or more third-party partners on third-party websites, platforms, or portals not owned or controlled by Misio. By accessing or using the Site in any way, you agree to be bound by these Terms. If you do not accept any of these Terms and/or you do not comply with its provisions, you may not use the Site. Additional terms, conditions, and privacy disclosures may apply to certain services, features, or third-party portals accessible through or linked from the Site. By accessing or using any such third-party services or portals, you acknowledge that separate terms and policies presented by the applicable third party may govern your use of those services.

We may modify these Terms at any time. All changes will be effective immediately upon posting to the Site. Material changes will be conspicuously posted on the Site or otherwise communicated to you. By using the Site after changes are posted, you agree to those changes.

1. USE OF OUR SITE

1.1. Misio’s Rights in and to Misio Materials. The Site, and all information, data, documents, materials, works, content, features, functionality, devices, methods, processes, software, and other technologies and inventions that are provided, used, or made available by Misio or on Misio’s behalf in connection with the Site, together with all intellectual property rights therein (collectively, the ‘Misio Materials’), shall remain the exclusive property of Misio and its third-party licensors..

1.2. Registration.

The Site, and all information, data, documents, materials, works, content, features, functionality, devices, methods, processes, software, and other technologies and inventions that are provided, used, or made available by Misio or on Misio’s behalf in connection with the Site, together with all intellectual property rights therein (collectively, the ‘Misio Materials’), shall remain the exclusive property of Misio and its third-party licensors.

1.3. Grant of License. Subject to your compliance with these Terms and subject to additional terms of any third-party licenses applicable to our Site, we hereby grant to you a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use our Site. We reserve all rights not otherwise expressly granted by these Terms. If you do not comply with these Terms, we reserve the right to revoke any license granted in these Terms and limit your access to our Site. Any use of our Site that exceeds the rights expressly granted in these Terms is strictly prohibited and constitutes a violation of these Terms, which may result in the termination of your right to access and use our Site. You are not acquiring any rights in or to the Misio Materials other than a non-exclusive right to access and use this Site solely in accordance with the terms of these Terms. For the avoidance of doubt, these Terms grant you no rights in or to any third-party portal, website, platform, software, or services, all of which are governed by the terms, conditions, and policies of the applicable third party.

1.4. Modification. We may discontinue or alter any aspect of our Site, restrict the time our Site or website is available, and restrict the amount of use permitted at our sole discretion and without prior notice or liability to you. We may also install bug fixes, updates, patches, and other upgrades to our Site without

prior notice or liability to you. Your only remedy is to discontinue using our Site if you do not want a modification we make to our Site. Without limiting the foregoing, Misio may modify, suspend, or discontinue the availability of any links, integrations, referrals, or access pathways to any third-party portals or services at any time and without liability.

1.5. Removal of Access. Your access to our Site is provided on a temporary basis with no guarantee of future availability or continued right to access. You agree that we may immediately suspend or terminate your access to our Site or any part thereof. Cause for such measures include, without limitation: (1) breach or violation of these Terms or other incorporated agreements or guidelines; (2) discontinuance or material modification to our Site; (3) unexpected technical or security issues or problems; (4) extended periods of inactivity; or (5) your engagement in fraudulent or illegal activities. You further agree that such measures may be taken in our sole discretion and without liability to you or any third party. Misio's suspension or termination of your access to the Site does not obligate any third-party provider to suspend or terminate, or refrain from suspending or terminating, any separate account or access rights you may have with such third party.

1.6. Defects and Availability. We use commercially reasonable efforts to maintain our Site, but we are not responsible for any defects or failures associated with our Site, any part thereof, or any damages (such as lost income, opportunities or any other consequential or indirect damages) that may result from any such defects or failures. Our Site may be inaccessible or inoperable for any reason, including, without limitation: (1) equipment malfunctions; (2) periodic maintenance procedures or repairs which we may undertake from time to time; or (3) causes beyond our reasonable control or which we could not reasonably foresee. You understand that our Site is provided over the Internet, so the quality and availability of our Site may be affected by factors outside of our control. Our Site is not intended to be available 100% of the time and we do not make any representations, warranties, or guarantees regarding the reliability or availability of our Site. We do not represent, warrant, or guarantee that our Site will always be available or are completely free of human or technological errors. We will not be liable to you or any third party for damages or losses related to our Site being unavailable. Misio is not responsible for the availability, uptime, performance, accuracy, security, or operation of any third-party portal, digital card functionality, pharmacy locator tool, or other third-party services accessible from or through the Site.

1.7. Restrictions. You may not: (1) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party any portion of our Site in any way; (2) copy, modify, adapt, alter, translate, create derivative works, reverse engineer, decompile, disassemble, or otherwise attempt to learn the source code, structure, or ideas upon which our Site is based; (3) use our Site or Misio Materials to develop a competing service; (4) use any device, software, or routine intended to damage or otherwise interfere with the proper functioning of our Site, servers, or networks connected to our Site or take any other action that interferes with any other person's use of our Site; (5) decrypt, transfer, create Internet links to our Site, or "frame" or "mirror" our Site on any other server or wireless or Internet-based device; (6) use or merge our Site or any component thereof with other software, databases, or services not provided or approved by us; (7) circumvent or attempt to circumvent any electronic protection measures in place to regulate or control access to our Site; (8) use our Site for unlawful purposes; (9) develop, distribute, or sell any software or other functionality capable of launching, being launched from, or otherwise integrated with our Site; (10) use any bot, spider, or other automatic or manual device or process for the purpose of harvesting or compiling information on our Site for any reason; (11) use any Misio Materials made available through our Site in any manner that misappropriates any trade secret or infringes any copyright, trademark, patent, rights of publicity, or other proprietary right of any party; (12) introduce into our Site any virus, rogue program, Trojan horse, worm or other malicious or intentionally destructive code, software routines, or equipment components designed to permit unauthorized access to or disable, erase, or otherwise harm our Site, or perform any such actions; (13) introduce into our Site any back door, time bomb, drop dead device, or other software

routine designed to disable a computer program automatically with the passage of time or under the positive control of an unauthorized person; (14) delete, modify, hack, or attempt to change or alter our Site, Misio Materials, or notices on our Site; (15) connect to or access any Misio computer system or network other than our Site; (16) impersonate any other person or entity to use or gain access to our Site; or (17) use the Site as a means to improperly access, interfere with, scrape, monitor, disrupt, or circumvent the security or operational integrity of any third-party portal, platform, or service accessible from or through the Site.

1.8. Prosecution. We reserve the right to investigate and prosecute violations of any of the above to the fullest extent of the law. We may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms.

1.9. Use in the United States. The Site is intended for use in the United States only. We do not guarantee that use of the Site will be available or permitted in any location other than the United States. If you choose to access the Site from a location other than the United States, you do so at your own risk.

2. CONTENT AND DATA ON OUR SITE

2.1. Misio Content. Our Site may include or provide access to information, photos, videos, text, graphics, and other material or information provided by us or third parties (collectively, the “**Misio Content**”) that are protected by copyrights, patents, trademarks, trade secrets, or other intellectual property laws. You are not acquiring any rights in or to the Misio Content other than a non-exclusive right to access and use the Misio Content solely in accordance with the terms of these Terms and solely in connection with your use of our Site. You understand and agree that Misio’s rights in any Misio Content are valid and protected in all forms, media, and technologies existing now or developed in the future. You may not obscure or remove any proprietary rights notices contained in or on the Misio Content.

2.2. User Content. To the extent the Site allows you to submit, post, transmit, or otherwise provide content, information, communications, feedback, or other materials to Misio through Misio-controlled features of the Site (collectively, “**User Content**”), the following terms apply..

2.2.1. User understands that all User Content, whether publicly posted or privately transmitted, are the sole responsibility of the person from which such User Content originated. This means that User, and not Misio, is entirely responsible for all User Content that User uploads, posts, emails, or otherwise transmit via the Site. Misio does not pre-screen User Content before it is uploaded or transmitted, so Misio does not guarantee the accuracy, integrity, or quality of such User Content and will not be liable for any errors, omissions, or loss or damages as a result of using such User Content. However, Misio reserves the right (but not the obligation) in its sole discretion to remove any User Content that is made available via the Site, that violates these Terms or is otherwise objectionable. We shall have no liability to User if we take such action.

2.2.2. Any User Content you submit through Misio-controlled portions of the Site will be considered non-confidential and non-proprietary, except as otherwise described in our Privacy Policy or as required by applicable law.” Then add sentence: “For clarity, content or information you provide directly to a third-party portal is governed by the applicable third party’s terms and policies, not this User Content provision, except to the extent Misio separately receives such information.

2.2.3. We cannot always foresee or anticipate technical service interruptions or other difficulties in uploading User Content to the Site or loss of your User Content during upload or once on the Site. You should always keep backup copies of User Content.

2.2.4. Subject to the foregoing, User agrees not to use the Site, and will not permit any third parties to use the Site, to:

2.2.4.1. upload, post, email, or otherwise transmit any User Content that is unlawful; harmful; threatening; abusive; harassing; tortious; defamatory; vulgar; obscene; libelous; invasive

of another's privacy; hateful, racially or ethnically, or otherwise objectionable; spam content or communications; or other forms of solicitation;

2.2.4.2. harm minors in any way, or "stalk" or otherwise harass another;

2.2.4.3. impersonate any person or entity, misrepresent User's affiliation with a person or entity, or manipulate identifiers in order to disguise the origin of any User Content transmitted through the Site;

2.2.4.4. upload, post, email, or otherwise transmit any User Content that User does not have a right to transmit under any law, contractual or fiduciary relationships, or which otherwise infringes any patent, trademark, trade secret, copyright, or other intellectual property or proprietary rights of Misio or any third party;

2.2.4.5. upload, post, email, or otherwise transmit any material that contains software viruses, harmful or malicious code, or any other computer code, files, or programs that causes or is designed to interrupt, destroy, or limit in any way the functionality of any data, computer software, hardware, or telecommunications equipment of the Services, or to allow any other third party to access, damage, or corrupt any data, storage, media, program, equipment, or communications of the Site; or

2.2.4.6. collect or store personal information or personal data about other Users.

2.3. Feedback. We welcome your comments, feedback, information, or materials regarding our Site (collectively, "**Feedback**"). Your Feedback will become our property upon your submission to us. By submitting your Feedback to us, you agree to assign, and hereby irrevocably assign to us, all right, title, and interest in and to the Feedback and all copyrights and other intellectual property rights embodied in such Feedback on a worldwide basis. We will be free to use, copy, distribute, publish and modify your Feedback on an unrestricted basis, without compensation to you. Moreover, you hereby assign or waive, as the case may be, any moral rights that you may have in or to the Feedback. Feedback does not include personal information to the extent governed by our Privacy Policy or information you provide directly to a third-party portal subject to separate terms or privacy disclosures, except to the extent such information is provided to Misio as feedback.

2.4. Links; Third-Party Portals and Materials. The Site may contain links to, integrations with, redirects to, or other means of accessing websites, portals, applications, platforms, content, products, services, or materials provided by third parties, including partner-operated portals that may provide account access, digital card services, pharmacy locator tools, and related functionality (collectively, "**Third-Party Materials**"). Third-Party Materials are not under Misio's control, and Misio does not own, operate, or control such Third-Party Materials unless expressly stated otherwise. Misio is not responsible for the availability, accuracy, functionality, legality, security, content, or privacy practices of any Third-Party Materials, and inclusion of, linking to, or enabling access to any Third-Party Materials does not constitute or imply Misio's endorsement. Your access to and use of any Third-Party Materials is at your own risk and may be subject to separate terms, conditions, and privacy policies of the applicable third party, which you are responsible for reviewing. Misio shall not be liable, directly or indirectly, for any loss or damage arising from or related to your use of, reliance on, or inability to use any Third-Party Materials..

2.5. Ownership of Intellectual Property. As between you and Misio, Misio exclusively owns all right, title and interest in and to our Site, Misio Content, Misio Materials, and Feedback, including but not limited to, all ideas, inventions, inferences, discoveries, source and object software code, developments, derivative works, enhancements, upgrades, fixes and patches, formats and processes, and all images, trademarks, service marks, logos and icons displayed or related therein or thereto (collectively, "**Misio IP**"). Except as expressly provided herein, you have no right, license, or authorization with respect to any of the Misio IP. You shall not assert any claims to the contrary or otherwise do anything inconsistent

with the allocation of ownership herein, including, but not limited to, challenging the validity of the authorizations or any intellectual property rights granted herein. In the event you are ever deemed to be the owner of any of the Misio IP, you shall immediately take all necessary steps to evidence, transfer, perfect, vest, or confirm Misio's right, title and interest in the Misio IP. Misio is not transferring or granting to you any right, title, or interest in or to (or granting you any license or other permissions in or to) any Misio IP. The sole exception of the foregoing reservation of rights are the limited rights granted to you to use our Site, and which shall automatically terminate upon expiration or termination of these Terms. Any unauthorized use of any Misio IP, whether owned by us or other parties, may violate copyright laws, trademark laws, privacy and publicity laws and communications regulations and statutes. Trademarks owned by third parties are the property of those respective third parties. Nothing in these Terms grants you any right, title, or interest in or to any intellectual property of any third-party partner, portal provider, or other third party, all of which remain subject to the rights and terms of the applicable owner.

2.6. Nature of Services. The Site is provided for informational and administrative purposes related to Misio RX. Misio does not provide medical advice through the Site, and the availability of any digital card, pharmacy locator, discount, savings information, or related functionality does not constitute medical, pharmacy, insurance, or other professional advice. Users should contact their healthcare provider, pharmacist, insurer, or other appropriate professional regarding questions about medications, treatment, coverage, or benefits.

3. REPRESENTATIONS

3.1. Your Representations. You hereby represent and warrant that: (1) you have the power and authority to enter into and perform your obligations under these Terms; (2) all information provided by you to us is truthful, accurate and complete; (3) you will comply with the terms and conditions of these Terms and any other agreement to which you are subject that is related to your use of our Site, your Feedback, or any part thereof; (4) if applicable, you have provided and will maintain accurate and complete information with us, including, without limitation, your legal name, email address, and any other information we may reasonably require; (5) your access to and use of our Site or any part thereof will not constitute a breach or violation of any other agreement, contract, terms of use or any law or regulation to which you are subject; (6) you will immediately notify us in the event that you learn or suspect that the contact information you provided to us has been disclosed or otherwise made known to any other person; (7) you will not use our Site in order to gain competitive intelligence about us, our Site, or to otherwise compete with us; (8) your User Content does not violate the rights of any third party, including, without limitation, the intellectual property, privacy or publicity rights of any third party, and constitutes an original work of authorship by you; (9) all of your User Content does and will comply with these Terms; and (10) you will comply with any applicable terms, conditions, policies, and usage requirements of any third-party portal or service you access from or through the Site.

3.2. Feedback Representations. In the event you provide any Feedback via our Site, you hereby make the following additional representations and warranties to us: (1) you are owner of such Feedback or otherwise have the right to grant us the licenses or assignments granted pursuant to these Terms; (2) you have secured any and all consents necessary to provide the Feedback and to grant the foregoing licenses or assignments; (3) the Feedback does not violate the rights of any third party, including, without limitation, the intellectual property, privacy or publicity rights of any third party, and such Feedback does not contain any personally identifiable information about third parties in violation of such parties' rights; (4) the use of any Feedback will not result in harm or personal injury to any third party; and (5) all factual information contained in the Feedback is true and accurate.

3.3. Eligibility. To use the Site, you must be at least 13 years of age or older. If you are under 18 years of age, you must have the consent of your parent or legal guardian to use this Site. You may only register for the Site if Misio has not previously disabled or terminated your account for violation of the law or

any of our policies. You may not use the Site if you are a convicted sex offender. To use the Site, you must not be prohibited, by law, from receiving any aspect of the services offered by Misio through the Site. Additional or different eligibility requirements may apply to certain third-party portals, products, or services accessible from or through the Site.

4. DISCLAIMERS OF WARRANTY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR SITE IS PROVIDED “AS IS” AND “AS AVAILABLE,” AND AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, MISIO MAKES NO REPRESENTATION OR WARRANTY REGARDING ANY THIRD-PARTY PORTAL, DIGITAL CARD SERVICE, PHARMACY LOCATOR, THIRD-PARTY CONTENT, OR OTHER THIRD-PARTY MATERIALS ACCESSIBLE FROM OR THROUGH THE SITE, INCLUDING ANY REPRESENTATION OR WARRANTY REGARDING AVAILABILITY, ACCURACY, COMPLETENESS, USEFULNESS, SECURITY, OR FITNESS FOR A PARTICULAR PURPOSE.

WITHOUT LIMITATION, WE MAKE NO WARRANTY THAT OUR SITE (INCLUDING THE MISIO MATERIALS) WILL MEET YOUR REQUIREMENTS, THAT USE OF THE FOREGOING WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE SITE OR ANY INFORMATION OR CONTENT FOUND ON OUR SITE WILL BE ACCURATE OR RELIABLE, THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF OUR SITE WILL BE CORRECTED, THAT OUR SITE AND ANY CONTENT OR INFORMATION FOUND ON OUR SITE WILL BE VIRUS-FREE, OR THAT THE QUALITY OF ANY INFORMATION, CONTENT, OR OTHER MATERIALS OBTAINED THROUGH OUR SITE WILL MEET YOUR EXPECTATIONS. MISIO WILL HAVE NO LIABILITY REGARDING ANY LOSS OF DATA.

ANY CONTENT OR OTHER MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SITE IS DONE AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU THROUGH OUR SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

5. INDEMNITY; LIMITATION OF LIABILITY

5.1. Indemnity. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS MISIO, OUR AFFILIATES, AND ALL OF THEIR OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, “**RELEASED PARTIES**”) FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, DEMANDS, OR EXPENSES, INCLUDING ATTORNEY’S FEES AND COSTS AND EXPENSES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH: (A) YOUR USE OF OUR SITE, (B) YOUR VIOLATION OF THESE TERMS, (C) ANY USER CONTENT YOU PROVIDE THROUGH OUR SITE, (D) YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF ANY THIRD PARTY, (E) YOUR NEGLIGENCE OR WILLFUL MISCONDUCT, AND (F) YOUR ACCESS TO, USE OF, OR MISUSE OF ANY THIRD-PARTY PORTAL, SERVICE, OR THIRD-PARTY MATERIALS ACCESSED FROM OR THROUGH THE

SITE, INCLUDING YOUR VIOLATION OF ANY APPLICABLE THIRD-PARTY TERMS OR POLICIES.

5.2. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY WITH RESPECT TO ITS OBLIGATIONS UNDER THESE TERMS OR OTHERWISE FOR LOST PROFITS, LOSS OF DATA, WORK STOPPAGE, PERSONAL INJURY, DEATH, OR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH OUR SITE, OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING OUR SITE. IN ANY EVENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS FOR THE USE OF ANY OR ALL PARTS OF OUR SITE IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00 USD). WITHOUT LIMITING THE FOREGOING, THE RELEASED PARTIES SHALL HAVE NO LIABILITY FOR ANY CLAIMS, DAMAGES, LOSSES, OR LIABILITIES ARISING FROM OR RELATING TO ANY THIRD-PARTY PORTAL, DIGITAL CARD FUNCTIONALITY, PHARMACY LOCATOR, OR OTHER THIRD-PARTY MATERIALS, INCLUDING ANY UNAVAILABILITY, INACCURACY, SERVICE INTERRUPTION, OR SECURITY INCIDENT INVOLVING SUCH THIRD-PARTY MATERIALS.

6. DISPUTE RESOLUTION AND GOVERNING LAW, JURISDICTION AND COSTS

6.1. Governing Law. These Terms will be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Florida without reference to its conflicts or choice of law principles. Any arbitration or court proceeding will take place in Broward County, Florida and you hereby consent to the exclusive jurisdiction and venue of the state or Federal courts in Broward County, Florida. You irrevocably submit and consent to the personal jurisdiction of such courts.

6.2. Dispute Resolution. To the extent feasible, the parties desire to resolve any dispute, claim or controversy arising out of or relating to your use of or access to our Site or Misio Content and Materials, these Terms or the breach, termination, enforcement, interpretation, or validity of these Terms, including the determination of the scope or applicability of these Terms to arbitration (a “**Dispute**”) through discussions and negotiations between each other. The parties agree to attempt to resolve any Disputes by negotiation with the other party (by phone, electronic correspondence, or written correspondence). If we are not able to resolve any Dispute ourselves, you and Misio agree to resolve such Dispute through confidential binding arbitration as set forth below.

6.3. Binding Arbitration. If you and Misio are unable to resolve a Dispute through informal negotiations, either you or Misio may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“**AAA**”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“**AAA Consumer Rules**”) both of which are available at the AAA website www.adr.org. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in these Terms you and Misio may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

6.4. Waiver. You hereby agree that you understand the consequences of agreeing to binding arbitration under this Section, including giving up any constitutional rights to have the Dispute determined by a court of law or by a jury and any right that you may have a trial de novo by a court after nonbinding arbitration of a dispute concerning fees or costs; that discovery of information in arbitration may be limited; and that the arbitration decision will be final and binding, except to the limited extent that judicial review might be available. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THESE TERMS MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS OR THROUGH PARTICIPATION IN A CLASS ACTION OR REPRESENTATIVE ACTION. CLAIMS OR DISPUTES OF MORE THAN ONE USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.

7. MISCELLANEOUS

7.1. Term. These Terms are effective upon your acceptance and will continue in full force until terminated by you or us. You may terminate these Terms at any time by immediately discontinuing all access to our Site. Termination or cancellation of these Terms will not affect any right or relief to which we may be entitled at law or in equity. We reserve the right to terminate these Terms at any time and for any reason without prior notice to you. Further, you agree that we will not be liable to you or any third-party for any termination or suspension of your access to our Site or any part thereof.

7.2. Terms Applicable to New Jersey Consumers. No provision in these Terms shall apply to any consumer in New Jersey if the provision limits remedies for (i) negligence, (ii) products liability claims, (iii) the punitive damages laws, (iv) the New Jersey Uniform Commercial Code, or (v) failure to reasonably protect against harm arising from certain criminal acts of third parties (e.g., computer hacking and identity theft). The provisions of these Terms concerning the exclusion or limitation of certain damages are not applicable in New Jersey with respect to statutory damages, punitive damages, loss of data, and loss of or damage to property. Misio reserves all rights, defenses, and permissible limitations under the laws of New Jersey and under the laws of your state of residence.

7.3. Independent Contractors. You understand and expressly agree that you and Misio are independent contractors and not agents or employees of the other party. Neither you nor Misio has any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

7.4. Consent to Do Business Electronically. We use and rely upon electronic records and electronic signatures for the execution and delivery of these Terms and any other agreements, undertakings, notices, disclosures or other documents, communications or information of any type sent or received in accordance with these Terms and in performing our obligations and exercising our rights under these Terms. Neither you nor Misio will prevent or inhibit in any way the other party from printing, saving, or otherwise storing electronic records sent or otherwise made available to the other party. You agree not to contest the authorization for, or validity or enforceability of, electronic records and electronic signatures, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files, or electronic records are to be in writing or signed by you to be bound thereby. You will bear your own costs and expenses in conducting business electronically, and will undertake all steps necessary, including software, hardware, and other equipment upgrades and purchases, in order to be able to conduct business electronically.

7.5. Equitable Relief. You agree that breach of the provisions of these Terms would cause irreparable harm and significant injury to us which would be both difficult to ascertain and which would not be compensable by damages alone. As such, you agree that we have the right to enforce the provisions of these Terms by injunction (without necessity of posting bond), specific performance, or other equitable relief without prejudice to any other rights and remedies we may have for your breach of these Terms.

- 7.6. Entire Agreement.** These Terms constitute the entire agreement between you and Misio with respect to the subject matter hereof and supersede all prior agreements, both oral and written, with respect to the subject matter hereof. We may revise and update these Terms from time to time, and will post the updated Agreement to our Site. UNLESS OTHERWISE STATED IN THE AMENDED VERSION OF THESE TERMS, ANY CHANGES TO THESE TERMS WILL APPLY IMMEDIATELY UPON POSTING. Although we are not obligated to provide you with notice of any changes, any changes to these Terms will not apply retroactively to events that occurred prior to such changes. Your continued use of our Site will constitute your agreement to any new provisions within the revised Agreement. For clarity, these Terms govern only your use of the Site and do not replace or supersede any separate terms, conditions, or policies applicable to third-party portals, services, or materials, which shall govern your use of such third-party offerings.
- 7.7. Waiver; Severability.** Our failure to enforce any provision of these Terms will not be deemed to be a waiver of our right to enforce them. If any term or provision of these Terms will be held to be invalid, illegal, or unenforceable, the remaining terms and provisions of these Terms will remain in full force and effect, and such invalid, illegal, or unenforceable term or provision will be deemed not to be part of these Terms.
- 7.8. Assignment.** You may not assign, transfer, or sell (voluntarily or by operation of law) your rights or obligations under these Terms, nor delegate your duties hereunder to any other person, without our prior written consent. Any purported assignment without our consent will be void and will constitute a breach of these Terms. We may assign these Terms or delegate or subcontract our obligations under these Terms at any time.
- 7.9. Survival.** The provisions of these Terms that by their content are intended to survive the expiration or termination of these Terms, including, without limitation, provisions governing ownership and use of intellectual property, representations, disclaimers, warranties, liability, indemnification, governing law, jurisdiction, venue, remedies, rights after termination, and interpretation of these Terms, will survive the expiration or termination of these Terms for their full statutory period.
- 7.10. Contact Us.** If you have any questions, please email us at contractcompliance@misiohealth.com. You may also write to us at 1 NW 1st Ave, PO Box 1178, Dania, FL 33304 or call us at 866-992-1419.