

## DAS HEALTH TERMS OF USE

These Terms were last updated on August 1, 2023.

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR SITES AS FURTHER DEFINED AND DESCRIBED BELOW. THIS IS A BINDING LEGAL AGREEMENT. BY ACCESSING AND CONTINUING TO USE OUR SITES, YOU AGREE TO EACH AND EVERY ONE OF THESE TERMS AND CONDITIONS. PLEASE DO NOT USE OUR SITES IF YOU DO NOT AGREE TO EACH AND EVERY ONE OF THESE TERMS AND CONDITIONS.**

DAS Health Ventures, LLC, including its related affiliates and subsidiaries, (collectively, “DAS”, “we”, “our”, or “us”) provides content and various services, including through this website, all DAS websites: <https://dr-dash.com>, <https://DAShealth.com>, <https://dr-connect.com/>, <https://HelpMeDAS.com>, and any other site owned by DAS (collectively the “Sites”). These Terms of Use, together with any other applicable agreements or other documents as may be expressly incorporated by reference (collectively, “Terms”), govern your access and use of our Sites, including any content, functionality, and services as may be offered through our Sites as a visitor or registered user (“User”, “You”, “you”, or “your”). Our handling of any information collected or provided through use of our Sites is governed by our [Privacy and Security Statement](#) (“Privacy Statement”). Our Sites are controlled and operated from the United States and is subject to United States Law.

**DO NOT USE THE SITES FOR EMERGENCY OR URGENT MEDICAL MATTERS (OR ANY MEDICAL CARE MATTER). FOR ALL URGENT OR EMERGENCY MATTERS THAT USER BELIEVES MAY IMMEDIATELY AFFECT USER’S HEALTH, USER SHOULD IMMEDIATELY CALL 911 OR GO TO THE NEAREST EMERGENCY ROOM OR URGENT CARE FACILITY.**

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SITES. THESE TERMS GOVERN USER’S USE OF THE SITES, AND AFFECT USER’S LEGAL RIGHTS AND OBLIGATIONS. THESE TERMS SHALL REMAIN IN EFFECT UNTIL USER CEASES USING THE SITES OR DAS TERMINATES USER’S RIGHT TO USE THE SITES. USER MUST BE AT LEAST 18 YEARS OLD TO ACCESS AND USE THE SITES. BY ACCESSING OR USING ANY PART OF THE SITES, USER AGREES THAT USER HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE TERMS. IF USER DOES NOT AGREE TO BE SO BOUND, PLEASE DO NOT ACCESS OR USE THE SITES.

DAS reserves the right, at its sole discretion, to make changes to all or part of these Terms at any time. User is responsible for checking these Terms periodically for changes. User’s continued use of the Sites means that User agrees to any new or modified provisions of these Terms posted on the Sites.

### **1. ACCESS AND USE OF THE SITES**

A. Before User may access and use certain features and services of the Sites (“Account Services”), User first must set up an account by registering through the Sites. Once User’s account has been set up in the Sites, User may access Account Services. Upon completion of any

applicable registration process and acceptance of these Terms, and subject to the terms and conditions of these Terms, DAS hereby grants User a limited, revocable, personal, non-exclusive, non-transferable right during the term of these Terms to access and use the Sites for User's personal use. When User registers to use the Sites, User will provide DAS with information relating to User's identity and certain other information, including User's email address and telephone number.

B. To the extent that User provides any information, including but not limited to personal information, to DAS or its representatives, User warrants that (1) User is providing or obtaining only User's own information or the information of others which User is authorized to provide to third parties and/or obtain from third parties on their behalf; and (2) the use of such information by DAS and its representatives will not infringe upon or misappropriate the intellectual property rights or otherwise violate the rights of any third parties.

C. Registration for Account Services may require a valid, working email address, phone number and/or other information in order to initially sign up for access to and use of the Sites ("Account"). Additionally, User may be required to create a username and password to securely access Account Services. User is solely responsible for maintaining the strict confidentiality of any username and password User creates in order to access and use Account Services. User will be solely responsible for any damages or losses that may be incurred or suffered as a result of User's failure to maintain strict confidentiality of User's username and password. User should immediately notify DAS in writing of any need to deactivate User's Account due to potential or actual security concerns. DAS will not be liable for any harm related to the use or misuse of User's username and password, User's disclosure of such items to another person, or User's authorization to allow another person or entity to access and use the Account Services under User's login credentials.

D. DAS will employ the use of third party services for the purpose of facilitating Sites use. By submitting User's information, User grants DAS the right to provide the information to these third parties subject to [DAS' Privacy Statement](#). DAS reserves the right to refuse or cancel User's access to the Sites at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in User's order, error in User's information, or other reasons. DAS reserves the right to refuse or cancel User's access to the Sites if fraud or an unauthorized or illegal transaction is suspected.

E. DAS may use email and push notifications to communicate with User on a recurring basis. By providing User's email address and/or phone number, User consents and gives permission to be contacted at such email address and/or phone number by DAS and its partners. In addition, by enabling push notifications through the Sites, User consents and gives permission to receive such notifications by DAS and its partners. User certifies that User has provided User's own contact information.

F. DAS will use commercially reasonable efforts to provide access to the Sites 24 hours a day, 7 days a week, except in the case of limited necessary maintenance periods, natural disasters, or events beyond DAS' control and subject to any breakdowns or maintenance

operations required to ensure the smooth operation of the Sites. DAS will not be liable for any failures or deficiencies in the performance of the Sites by reason of maintenance, breakdown, or any event beyond DAS' control, including without limitation natural disasters, Internet outage, interruption of service, labor disturbances, technological disaster, terrorism, or war.

G. User acknowledges that data conversion and transmission is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. DAS shall not be liable for any such errors, omissions, delays, or losses. User understands and agrees that use of or connection to the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to computer systems, networks, and any and all information stored therein. All information transmitted and received through the Internet is subject to unauthorized interception, diversion, corruption, loss, access, and disclosure. DAS shall not be responsible for any adverse consequences whatsoever of User's connection to or use of the Internet, and shall not be responsible for any use by User of an Internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

H. User's rights under these Terms will terminate automatically without notice from DAS if User fails to comply with these Terms. Upon termination, User shall immediately cease all use of the Sites. DAS reserves the right to terminate User's access to any or all aspects of the Sites or Account Services or to discontinue any aspect of the Sites or Account Services at any time for any reason whatsoever without notice to User.

## **2. FINANCIAL RESPONSIBILITY AND PAYMENTS**

User acknowledges that User is responsible for paying for any fees associated with Account Services and any other services as may be offered through the Sites. User understands and agrees that DAS is not responsible for any claim, loss, or damage directly or indirectly resulting from User's use of the Sites, Account Services or other services that may be offered through the Sites.

DAS may enable User to pay for Account Services or other products or services that DAS may make available to User through our third party service provider, ("Payment Vendor"). User's submission of credit card data or other payment information through the Sites shall be subject to the Payment Vendor's terms of use and other applicable terms. DAS is not liable for the payment processing services provided by Payment Vendor or any errors, incomplete payment processing, or any and all other damages resulting from User's use of payment services. User hereby authorizes Payment Vendor to notify DAS in the event of any suspension or termination of User's account with Payment Vendor.

By providing a credit card or other payment method that DAS may accept, User represents and warrants that User is authorized to use the designated payment method and that User authorizes DAS (or our third party payment processor) to charge User's payment method for the total amount that may be due for applicable Account Services or other products or services that DAS may make available to User (including any applicable taxes and other charges). All card payments are subject to authorization by User's card issuer and are subject to a fraud check by DAS'

designated fraud detection vendor. If the payment method cannot be verified, is invalid or is otherwise not acceptable, User's order, account, or other applicable access to certain products and/or services may be suspended or cancelled.

To the extent User experiences any error or issue with respect to the payment processing services, please contact us at [billing@DAShealth.com](mailto:billing@DAShealth.com).

### **3. MINOR PATIENT ACCESS**

To use the Sites, User must be 18 years of age or older or an emancipated minor.

### **4. RESTRICTIONS**

A. User may only use the Sites for lawful purposes. User agrees that User will not: (1) infringe any copyright, patent, right of privacy, right of publicity, trademark, trade secret, or other right of DAS or any third party; (2) abuse, defame, harass, or stalk any individual or other user of the Sites; (3) interfere or attempt to interfere with, or damage or attempt to damage, the Sites or the proper working thereof, including, without limitation, through the use of cancel bots, denial of service attacks, flood pings, forged routing or electronic mail address information, harmful code, packet or IP spoofing, phishing, Trojan horses, viruses, or similar methods or technology; (4) use any deep-link, page-scrape, robot, spider, or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Sites or any content thereon, or in any way reproduce or circumvent the navigational structure or presentation of the Sites, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Sites; (5) misrepresent User's identity, provide false information, impersonate another person or entity, misrepresent User's affiliation with a person or entity, including, without limitation, DAS, create or use a false identity, or attempt to use another user's identity; (6) attempt to obtain unauthorized access to the Sites; (7) collect, reverse look-up, trace or seek to trace, manually or through automated means, information about other users or visitor to the Sites without their express consent; (8) use any meta tags or any other hidden text utilizing the DAS name, service marks, trademarks, or product or service names; (9) advertise, offer to sell, or sell any goods or services set forth in the Sites or otherwise use the Sites to solicit other users, except as expressly permitted by DAS; (10) engage in any activity that interferes with any third party's ability to use or enjoy the Sites; (11) probe, scan, or test the vulnerability of the Sites or any network connected thereto, or breach the security or authentication measures on the Sites or any network connected thereto; (12) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Sites or DAS' systems or networks, or any systems or networks connected thereto; or (13) assist any third party in engaging in any activity prohibited by these Terms.

**B. USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USER SHALL NOT DIRECTLY OR INDIRECTLY SUBMIT, PROCESS OR TRANSMIT ANY PATIENT DATA OR PROTECTED HEALTH INFORMATION ("PHI") AS DEFINED BY THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") IN OR THROUGH THE SITES.**

C. “Social Area” means any forum, message board, or similar chat functionality and posting service offered in conjunction with the Sites. If you participate in a Social Area, you agree that, in addition to complying with the Terms, you will not: defame, abuse, harass, threaten, or make any discriminatory statements about any third party; advocate illegal activity; use indecent, obscene or discourteous language or images; infringe or violate the rights of any third party (including the intellectual property rights of any third party); or provide content that is not related to the designated topic, theme, or purpose of the Social Area. You shall remain solely responsible and liable for your use of any Social Area that may be offered on our Sites. DAS reserves the right to remove or edit content from any Social Area at any time and for any reason, however, DAS is under no duty to do so, and is not responsible for the content or accuracy of any information in a Social Area. If you believe content posted in a Social Area on our Sites may violate your rights (including your intellectual property rights), we encourage you to contact us either at [privacy@DAShealth.com](mailto:privacy@DAShealth.com) or by calling us at (866) 365-0655.

## **5. INTELLECTUAL PROPERTY**

A. The Sites, and all intellectual property, trademarks, service marks, information, data, and other materials made available to User in connection with these Terms, together with the design of the Sites, and text, scripts, graphics and features and other content and materials therein (collectively, “Content”) are the sole and exclusive property of DAS and its licensors, and are available to User solely for purposes of User’s use of and access to the Sites in accordance with these Terms. The Content is owned by or licensed to DAS and protected by copyright and other intellectual property rights under United States and foreign laws and international conventions. All rights, title and interests in and to the Content and all copyrights, trade secret rights, patents, trademarks and any other intellectual property or proprietary rights in and to the Content shall at all times remain the exclusive property of DAS and/or its licensors. Except for the limited rights granted herein, nothing in these Terms shall transfer to User any right, title, or interest in or to any Content.

B. By submitting any information, suggestions, enhancement notations, comments, or ideas and other feedback to DAS through a Social Area or otherwise with respect to our Sites or services as may be offered by DAS (collectively, “Feedback”); you agree that such Feedback shall be deemed, and shall remain, DAS’ property. Feedback shall not be subject to any obligation of confidentiality on DAS’ part and DAS shall not be liable for any use or disclosure of any Feedback. DAS shall own all rights and interests related to Feedback (including without limitation all intellectual property rights therein) and shall be entitled to use any Feedback without restriction for any purpose whatsoever, commercial or otherwise, without compensation to you.

## **6. COMPLIANCE WITH LAWS; PRIVACY**

DAS will treat any information it collects or receives from User through the Sites in accordance with its Privacy and Security Statement (the “[Privacy Statement](#)”), which is incorporated by reference. Please review the Privacy Statement before using the Sites. If User is unwilling to accept the terms and conditions of the Privacy Statement, please do not use the Sites.

## **7. COMMUNICATIONS WITH USERS; LINKS TO THIRD PARTIES**

A. DAS, through the Sites or the contact information User has provided, may contact User regarding certain offers or products of DAS or other of its partners that DAS believes may be beneficial to User. User understands and agrees that DAS may contact User in this manner. User also will be asked to grant an authorization for DAS to use User's PHI in connection with its business partners and the advertising and offers that may be directed to User before DAS uses User's PHI in such a manner. User may decide to authorize DAS to act in this manner by accepting such terms in the process of signing up for the Sites. User will also have the authority to opt out of such use at any time by contacting DAS.

B. The Sites also may contain links to the websites of DAS partners, advertisers, or unrelated third party companies ("Linked Sites"). DAS does not own and has no control over the Linked Sites and therefore assumes no responsibility and makes no warranties or representations with respect to the availability of these websites, their content, advertising material, and the products or services available at or through the Linked Sites. DAS does not endorse any Linked Site, is not bound by the terms and conditions, if any, of such Linked Sites, and the existence of a Linked Site does not mean that DAS has any affiliation, connections, endorsement, or sponsorship of such websites or their owners or operators. DAS accepts no liability for any direct or indirect damage that may result from User's visit to a Linked Site, or from User's use of the contents, products, or services of these websites or their owners or operators. Users acknowledges and agrees that DAS shall not be responsible or liable for the content or conduct of, associated with, or related to any Linked Site, and, accordingly, User's access and use of any Linked Site shall be solely at User's own risk. If User has any questions or concerns regarding any Linked Site, User should review any terms and conditions and privacy policy maintained by that Linked Site or should contact the applicable party or their website administrator.

## **8. DISCLAIMERS**

USER AGREES THAT USER'S USE OF THE SITES SHALL BE AT USER'S SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, DAS, ITS SUPPLIERS, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITES, CONTENT, AND USER'S USE THEREOF, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TIMELINESS, ACCURACY, COMPLETENESS, TITLE AND NON-INFRINGEMENT. THE SITES AND ALL CONTENT ARE PROVIDED "AS AVAILABLE," "AS IS," AND "WITH ALL FAULTS," WITHOUT WARRANTY OR CONDITION OF ANY KIND. DAS MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SITES OR CONTENT, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM USER'S ACCESS TO AND/OR USE OF THE SITES OR CONTENT, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF DAS' OR ITS SUPPLIERS' SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY TRANSMISSION TO OR FROM THE SITES, AND/OR (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITES THROUGH THE ACTIONS OF ANY THIRD PARTY.

NEITHER DAS NOR ANY OF ITS SUPPLIERS WARRANT THAT (A) THE SITES OR CONTENT WILL MEET USER'S REQUIREMENTS, (B) THE OPERATION OF THE SITES WILL BE UNINTERRUPTED OR ERROR-FREE, OR (C) THE SITES OR CONTENT WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE, OR ACCURATE, OR THAT ERRORS WILL BE CORRECTED. USER UNDERSTANDS AND AGREES THAT NOTHING IN THIS SECTION SHALL LIMIT OR RESTRICT USER'S RIGHTS WITH RESPECT TO ITS PHI UNDER HIPAA, AS DESCRIBED IN DAS' PRIVACY STATEMENT AND BAA.

DAS does not recommend or endorse any specific drugs, tests, physicians, products, procedures, opinions, "off-label" drug uses, or other information that may be mentioned on the Sites. The information presented on the Sites should not be construed as personal medical advice or instruction. All information provided by DAS is for informational purposes only. User's reliance upon any information obtained or used by User is solely at User's own risk. DAS is not responsible for the accuracy of any information or content provided or sent by User or other users of the Sites. User is responsible for verifying the accuracy of any information User sends or receives through the Sites or Account Services, including User's data or records. DAS is not responsible for communication malfunctions, failures, or lost, stolen, or otherwise misdirected, transmissions, messages or entries, or the security of any such communications. **IF USER HAS AN EMERGENCY, DO NOT USE THE SITES TO CONTACT USER'S PHYSICIAN – USER SHOULD CALL 911 AND REQUEST EMERGENCY CARE ASSISTANCE.**

## **9. LIMITATION OF LIABILITY**

IN NO EVENT SHALL DAS, ITS SUPPLIERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM OR RELATED TO ANY (1) ERRORS, MISTAKES, OR INACCURACIES IN THE SITES, (2) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SITES, (4) ANY TRANSMISSION TO OR FROM THE SITES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITES, (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF USER'S USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITES, AND/OR (7) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS, IN EACH CASE WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DAS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

IF ANY EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN THESE TERMS IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION, AND DAS, OR ONE OF ITS OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES BECOMES LIABLE FOR LOSS OR DAMAGE THAT COULD OTHERWISE BE LIMITED, SUCH LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE WILL NOT EXCEED IN THE AGGREGATE THE GREATER OF THE AMOUNT ACTUALLY PAID BY USER TO DAS (IF ANY) OR ONE HUNDRED DOLLARS (\$100.00 USD). BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO USER.

IF USER IS DISSATISFIED WITH ANY PORTION OF THE SITES, OR WITH ANY PORTION OF THESE TERMS, USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITES.

IF USER IS A RESIDENT OF NEW JERSEY, TO THE EXTENT NEW JERSEY LAW PROHIBITS THE LIMITATIONS AND/OR EXCLUSIONS OF LIABILITY SET FORTH IN THESE TERMS, SUCH LIMITATIONS AND/OR EXCLUSIONS SHALL NOT APPLY TO USER.

Any claim or cause of action arising out of or related to User's use of the Sites, these Terms, or User's use of Content made available through or on the Sites must be filed within one (1) year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary.

#### **10. INDEMNITY**

User agrees to defend, indemnify, and hold DAS, its suppliers, and their respective officers, directors, employees and agents harmless from and against any and all claims, losses, liability, costs, and expenses (including attorneys' fees) arising from or related to User's use of the Sites, and User covenants not to sue DAS for any injuries to User or User's property arising out of or related to User use of the Sites.

#### **11. DISPUTES; GOVERNING LAW AND JURISDICTION**

These Terms shall be governed by the internal substantive laws of the State of Florida, without respect to its conflict of laws principles. Any claim or dispute between User and DAS that relates to or arises in whole or in part from these Terms shall be decided exclusively by a court of competent jurisdiction located in Hillsborough County, Florida, provided, that User hereby agrees that any dispute arising out of or relating in any way to these Terms or User's use of the Sites or any information, materials or services User obtains from DAS requires that such claim be resolved exclusively by confidential binding arbitration. The arbitration shall be conducted before three neutral arbitrators in Hillsborough County, Florida, in accordance with the rules of the American Arbitration Association ("AAA"), as then in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding. Punitive and consequential damages may not be awarded under these Terms.

BECAUSE THE USE OF THE SITES REQUIRES THE ARBITRATION OF ANY CLAIMS OR DISPUTES EXISTING BETWEEN THE PARTIES, NEITHER PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATORS' DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF SUCH PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

The award of the arbitrators may be enforced in any court having jurisdiction thereof. Each party hereby consents (1) to the exclusive jurisdiction of the state or federal courts located in



Hillsborough County, Florida for any action (A) to compel arbitration, (B) to enforce any award of the arbitrators, (C) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim or provisional equitable remedies, or (D) to enforce DAS' intellectual property rights under these Terms, and (2) for service of process in any such action by registered mail or any other means provided by law. Should this Section be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties agree that sole and exclusive jurisdiction and venue for any claims will be in the state or federal courts in Hillsborough County, Florida.

## **12. MISCELLANEOUS**

DAS may assign its rights and duties under these Terms without notice to User. User may not assign these Terms without the prior written consent of DAS, and any assignment in contravention of the foregoing shall be null and void. If any provision of these Terms is deemed invalid or unenforceable by a court of competent jurisdiction, such provision shall not affect the validity or enforceability of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and DAS' failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. These Terms, as revised from time to time by DAS, constitute the entire agreement between the parties with regard to the subject matter in these Terms and supersede all prior understandings and agreements, whether written or oral, as to such subject matter. Any rights not expressly granted herein are reserved to DAS.

## **13. CONTACT INFORMATION**

If User has any questions about these Terms, DAS' practices, or User dealings with the Sites, please contact us at:

Email: [info@DAShealth.com](mailto:info@DAShealth.com)

Mail: 1000 N. Ashley Drive, Suite 300, Tampa, Florida 33602

Attn: Security Administrator

Phone: (866) 365-0655