

Terms of Use

Last updated: October 09, 2020

Bloominmind

I. Introduction and Eligibility

Please read these Terms of Use (these “**Terms of Use**”) carefully before using the Bloominmind Service (as defined in Section II).

These Terms of Use include Bloominmind’s [Privacy Policy](#), which is incorporated by reference into these Terms of Use. We have included several annotations in boxes to help explain the legal jargon and emphasize key sections. We have included several annotations in boxes to help explain the legal jargon and emphasize key sections contained within your contract. The annotations noted here are for convenience only and have no legal or contractual effect. The actual signed contract and the Terms of Use are the binding documents.

This agreement is a legally binding contract. It may change as our business changes, and you agree you will review it and any updates regularly.

Binding Agreement. These Terms of Use constitute a binding agreement between you and Bloominmind HealthTech Inc. and its affiliates and subsidiaries (“**Bloominmind**,” “**we**,” “**us**”). “**You**,” “**you**,” and “**users**” shall mean all health service providers and their agents who use the Bloominmind Service. You accept these Terms of Use by clicking the “I agree” checkbox when you download or install the Bloominmind Service, when you agree to them using our website at www.app.bloominmind.com, and each time you access the Bloominmind Service thereafter. If you do not accept these Terms of Use, you must not use the Bloominmind Service.

In addition to these Terms of Use, the terms of any agreement that you have entered into with us shall also govern our relationship.

Access to the Bloominmind Content (as defined in Section VII) is provided solely to facilitate access to Bloominmind Services. Subject to compliance with these Terms of Use and any agreement that You may have executed with Bloominmind (“**Your Agreement**”), Your access to the Bloominmind Services and the Bloominmind Content is on a limited, non-exclusive, non-transferable basis only during the term of Your Agreement.

Revisions to Terms of Use. We may revise these Terms of Use at any time by posting an updated version to this web page. You should visit this page periodically to review the most current Terms of Use because you are bound by them when you use the Bloominmind Service as well as our website. Your continued use of the Bloominmind Service after a change to these Terms of Use constitutes your binding acceptance of these Terms of Use.

The terms “**post**” and “**posting**” as used in these Terms of Use shall mean the act of submitting, uploading, publishing, displaying, or similar action on the Bloominmind Service.

"Health-related information" means all individually identifiable health information, including demographic information and information related to an individual's physical or mental health, the provision of health care to the individual, or the individual's payment for the provision of health care.

"Health service provider" means an entity that provides health-related services.

II. The Bloominmind Service

The "**Bloominmind Service**" is defined as any computer or mobile application or software under Bloominmind's control, whether partial or otherwise, in connection with providing the services provided by Bloominmind. The Bloominmind Service provides a platform to store health-related information to make it available to you and your employees.

Bloominmind does not give medical advice.

Medical Advice. Bloominmind does not give medical advice. The Bloominmind Service may provide helpful information to assist you in medical decision-making. The information and materials available through the Bloominmind Service are for informational and educational purposes only and are not intended to constitute professional advice, diagnosis, or treatment, or to substitute for your professional judgment. You assume full risk and responsibility for the use of information you obtain from or through the Bloominmind Service. You will be solely responsible for the professional and technical services you provide. In addition, we do not recommend or endorse any provider of health care or health-related products, items, or services.

We do not screen users.

Screening Users. Bloominmind does not screen its users or verify information communicated through the Bloominmind Service, though Bloominmind has the right to monitor such information. Bloominmind does not have responsibility for the conduct of such users, including the information posted by users. [Contact us](#) to notify of us of inappropriate or illegal conduct or content you encounter on the Bloominmind Service.

You agree to comply with any additional terms required by our third-party vendors and suppliers, as necessary, to use parts of the Bloominmind Service.

Third-Party Services. Your use of the Bloominmind Service may include certain third-party software and services or allow you to access additional software and services offered by third parties. Your use of such software or services may require that you enter separate subscription, licensing, and/or business associate agreements with such third-party vendors and suppliers. You agree: (i) to comply with and, upon request, execute such agreements as may be required for the use of such software or services; (ii) that Bloominmind may disclose individually identifiable health information to these third-parties on your behalf.

You may allow employees to use the Bloominmind Service on your behalf. You may allow patients to use the Bloominmind Service to pay for your services.

You are responsible for the use and misuse of the Bloominmind Service by the employees and patients you allow to access the Bloominmind Service using your account.

No Third-Party Access. Except as required by law and described below, you will not permit any third party to have access to the Bloominmind Service using your account. You may allow your employees to use the Bloominmind Service on your behalf in compliance with these Terms of Use. You may also allow patients to make payment for your services through the Bloominmind Service in compliance with these Terms of Use. You are solely responsible for the use of the Bloominmind Service by your employees and patients. We have no liability for the consequences to you or your employees or patients from your or their use of the Bloominmind Service.

Responsibility for Misuse by Other Users of Your Account. You acknowledge that by allowing employees and patients to access the Bloominmind Service with your account, you are responsible for ensuring such employees and patients use the Bloominmind Service for the purposes for which they are accessing it. While the Bloominmind Service has certain technical safeguards against misuse, you acknowledge it will rely to a substantial extent on your responsible use. You agree that we will not be responsible for any unlawful access to or use of the Bloominmind Service by any employee or patient to whom you gave access or log-in credentials. You agree that you are responsible for ensuring that health-related information is properly protected under applicable law.

You represent and warrant that you received any necessary consents from individuals before posting their information in the Bloominmind Service.

Individuals' Consent for Data Collection and Use. You represent and warrant that you have obtained the proper consents, authorizations, and releases from individuals to the fullest extent required by applicable law before posting their health-related information to the Bloominmind Service or initiating any payment transactions.

Exporting Information from the Bloominmind Service. You are solely responsible for any health-related information exported from the Bloominmind Service by you or the employees and patients that you allow access from your account. You represent and warrant that you will export and subsequently use protected health information only as permitted by HIPAA and applicable federal and state law.

Transferring Information into the Bloominmind Service. You may be able to transfer information from your or third-party data sources into the Bloominmind Service. You represent and warrant that you have all necessary patient authorization for such data transfers and that such data transfers will comply with HIPAA and other applicable federal and state law.

Training and Compliance. You agree to train all employees on the use of the Bloominmind Service, HIPAA or health privacy obligations, and the requirements of these Terms of Use and ensure that they comply with such requirements.

Compulsory Information Disclosure. You will promptly notify us of any order or demand for compulsory disclosure of health-related information if the disclosure requires access to or use of the Bloominmind Service. You will cooperate fully with us in connection with any such demand.

Data Retention. You are responsible for complying with all state and federal laws related to retention of medical data and records, patient access and amendment to information, and patient authorization to release data.

Bloominmind Marketplace. The Bloominmind Ecosystem (the “**Ecosystem**”) is a directory of products and services that are integrated with Bloominmind Services. Bloominmind clients may use the Ecosystem to browse, locate, or request information for integrated products and services. These products and services are offered by third parties not affiliated with Bloominmind. While Bloominmind may integrate third-party products and services into Bloominmind Services, you understand and agree that Bloominmind in no way controls or is responsible for any third-party product or service on the Ecosystem. Bloominmind will not be liable for your interactions with any organizations or individuals found on the Ecosystem. You will need to contract separately for the integrated products and services offered by those third parties, and those dealings are solely between you and such organizations or individuals. Your use of any third-party product or service will not affect your relationship with Bloominmind. Bloominmind will require further consent or authorization prior to sending any of your or your employer’s or patients’ information or data to any third party with which you contract.

III. Patient Billing

Bloominmind allows you to use the Bloominmind Service to collect payment from patients for the services you provide to them.

You will be paid according to our posted payment schedule when the patient payments due to you exceed the minimum payout balance.

We may delay payment until such minimum payout balance is reached.

We will charge a transaction fee and deduct it from our payments to you.

You are responsible for all government taxes, fees, and service charges and all third-party fees and charges related to our payment to you.

"Minimum payout balance" means the minimum amount collected from patients by the Bloominmind Service and payable to you before we will disburse the payments to you. For example, if the minimum payout balance is \$1000.00, then we will not disburse payment to you until we have collected at least \$1000.00 to be paid to you. We may change the amount of the minimum payout balance at our discretion, at any time. The current minimum payout balance amount is available will be sent in your monthly statement.

Calculating Payment Due to You. We will collect the full amount from the patient, deduct our Transaction Fee (as defined below), and disburse the remainder to you using your selected payment method.

Payment Methods. We may provide multiple payment methods for you to receive payments. When you select a payment method, you agree to allow us to distribute payment to you using that method according to the information you provide to us. For example, if you choose the payment

method of direct deposit into your bank account, you agree that we may distribute funds into the bank account using the bank account information you provided to us.

Timing of Payments to You. We will make payments to you on a scheduled basis when payments due to you meet the minimum payout balance. Our current payment schedule is available [here](#). We may change the payment schedule at our discretion, at any time. Payment to you may also be delayed for payment processing reasons. For example, if a patient's billing information is manually entered into the Bloominmind Service or a patient's payment is above a certain amount, there may be a processing delay to ensure proper collection of funds from the patient. When you terminate your account, Bloominmind will pay you the remaining balance, minus our Transaction Fees.

Holding Payments Due to You. Unless we have collected patient payments due to you totaling at least the minimum payout balance or you terminate your access to the Bloominmind Service, we will hold the funds and roll them into the next scheduled payment. We will continue to roll the funds to the next scheduled payment until the minimum payout balance is reached. Thereafter, we will make payment to you according to the payment schedule. If you decide to terminate your account with the Bloominmind Service, we will make the payment due to you before closing your account. We are not liable for any interest on the funds we hold for you.

Bloominmind's Transaction Fees. Bloominmind may charge a fee to collect payments from patients and disburse payment to you. As such term is used herein, our current "**Transaction Fee**" schedule is located [here](#).

Government Taxes, Fees, and Service Charges. You are responsible for determining and paying the appropriate government taxes, fees, and service charges resulting from a transaction occurring through the Bloominmind Service. Bloominmind is not responsible for collecting, reporting, paying, or remitting to you any such taxes, fees, or service charges.

Fees Charged by Third-Party Payment Processors. The Bloominmind Service uses third parties to process payments, which may include your financial institution. Use of such third-party payment services and financial institutions is subject to their terms and conditions of use. Such third parties may charge fees to process payments, and Bloominmind is not responsible for them. These fees are available to you upon your written request to Bloominmind. You are responsible for such fees, and Bloominmind disclaims all liability with regards to any fees or problems you have with third-party payment processors. For example, you are responsible for any charges or fees that may be imposed by your bank under its terms and conditions as a result of using the Bloominmind Service.

United States Dollars. All monetary transactions take place in U.S. dollars.

Electronic Payments Report. Bloominmind may allow you to access reports showing the financial transactions between you and your patients. We rely on third parties for the information we display in the reports, and we are not responsible for their timeliness or accuracy.

IV. Protected Health Information Practices

When we maintain or process protected health information, we comply with HIPAA and a Business Associate we have formed with you.

You agree that our practices with respect to protected health information are governed by the Health Insurance Portability and Accountability Act of 1996, and any amendments and regulations promulgated therefrom (“**HIPAA**”). By agreeing to these Terms of Use, you also agree to Bloominmind’s Business Associate Addendum, available [here](#) and incorporated by reference into these Terms of Use, unless you or your organization have agreed to a different business associate agreement with Bloominmind that applies to your use of the Bloominmind Service.

You agree to use the Bloominmind Service only as permitted by HIPAA and other applicable data privacy laws.

As part of our internal compliance control, to the extent Bloominmind uses third party business processing outsourcing vendors in connection with our provision of the Bloominmind Services, we reserve the right to conduct an audit of their operations in our discretion.

Patient-Collected Data. For the avoidance of doubt, each of Bloominmind, You, as well as each patient/end-user of Yours (a “**Patient**”) and Bloominmind HealthTech Inc. (the entity) shall have rights to use the Patient-Collected Data. As used herein, the “**Patient-Collected Data**” shall mean the PHI that is collected in connection with Your use of the Bloominmind Services. In the event that Patient requests its Patient-Collected Data from Bloominmind whether during the then applicable Contract Term (as defined in Your Agreement) or after the expiration or termination of this Agreement, Bloominmind shall use its reasonable efforts to provide the Patient-Collected Data to a Patient. As used herein, “**PHI**” shall mean individually identifiable health information, as that term is defined in 45 C.F.R. § 160.103.

Physician-Created Data. Further, nothing herein these Terms of Use shall prohibit Bloominmind from using the aggregated, non-personally identifiable data created, compiled, analyzed or otherwise collected by the Authorized in its use of the Bloominmind Services or the Bloominmind Content (“**Physician Data**”). Additionally, Bloominmind shall have the right to either provide or not provide the Physician Data to any third parties.

V. Service Access, Account Creation and Secure Credentials

If you create an account on behalf of a health service provider, you agree you have the authority to do so and that you are binding the health service provider. We may take steps to verify you are a health service provider.

You are responsible for your log-in credentials and for keeping your account information accurate.

You are responsible for any activity resulting from the use of your log-in credentials on the Bloominmind Service.

You agree that if you create an account and use the Bloominmind Service on behalf of a health service provider, you have the necessary legal authority and capacity to do so as an authorized agent of the health service provider. Such health service provider will be the primary account holder. You agree that you have the authority to bind the health service provider in legal agreements and contracts. Your agreement to these Terms of Use also binds such health service provider.

Due Authority. You represents and warrant to Bloominmind on a continuing basis through the Contract Term of Your Agreement that: (i) You have the requisite corporate power and authority to execute and perform its obligations under Your Agreement; (ii) the person executing Your Agreement on your behalf has the authority to bind You and that such person's execution of Your Agreement is not in violation of your bylaws, certificate of incorporation or other comparable document; (iii) the execution of Your Agreement does not constitute a material breach of any covenants or agreements by which You or any of your assets are bound; and (iv) neither You nor any of your personnel to your knowledge (A) has been convicted of any crime arising from claims or other transactions, financial relationships, or financial dealings in connection with health care, or (B) has been excluded from any federal or state health care program.

Owner of Account and Health-Related Information. The primary account holder (i.e., health service provider) holds the legal rights to the Bloominmind Service account and the information posted to the Bloominmind Service by your business entity.

Accurate Account Information. You represent and warrant that the information you provide to Bloominmind upon registration and at all other times will be true, accurate, current, and complete. You also represent and warrant that you will ensure that this information is kept accurate and up to date at all times.

Verification. You agree that we may take steps to verify your identity and credentials as a health service provider at any time. You agree that we may use and disclose information, including "Confidential Information," about you for such purposes, including making inquiry of third parties concerning your identity and professional and practice credentials. You authorize such third parties to disclose to us such information as we may request for such purposes, and you agree to hold them and us harmless from any claim or liability arising from the request for or disclosure of such information. You agree that we may terminate your access to the Bloominmind Service at any time if we are unable at any time to determine or verify your qualifications or credentials.

Protecting Your Log-In Credentials. As a registered user, you will have log-in information, including a username and password. Your account is personal to the primary account holder, and you may not share your account and log-in information with, or allow access to your account by, any third party. As you will be responsible for all activity that occurs under your account and access credentials, you should take care to preserve the confidentiality of your username and password, and any device that you use to access the Bloominmind Service.

Notification in Case of Breach. You agree to notify us immediately of any breach in secrecy of your log-in information. If you have any reason to believe that your account information has been compromised or that your account has been accessed by a third party, you agree to immediately notify Bloominmind Support. You will be solely responsible for the losses incurred by Bloominmind and others (including patients) due to any unauthorized use of your account that takes place prior to notifying Bloominmind that your account has been compromised.

Additional Use Terms. You shall access the Bloominmind Services and Bloominmind Content only: (i) through Your Authorized Users acting within the scope of their service for You; (ii) on Bloominmind's servers as authorized by Bloominmind; (iii) for Your internal use; and (iv) from and within the United States. If You are an RCM Client, You shall not use, directly or indirectly, any

patient service-related billing system or method other than the Bloominmind Services and Bloominmind Content, including cash billing systems, unless You (i) use a different tax identification number for claims submitted through a different billing system, or (ii) agree to use Bloominmind's mixed remittance process with respect to such claims.

As used herein, "**Authorized Users**" shall mean those users (i) who are designated by You on the Bloominmind Services control screens and who are (A) employees of Yours, or (B) other individuals, corporations, or entities that are not, and are not affiliated with, third party payers or competitors of Bloominmind, and have a valid HIPAA business associate agreement or other agreement with You, and (ii) who have been granted access to the Bloominmind Services and/or Bloominmind Content by You in Your exercise of reasonable discretion relating to the receipt of the Bloominmind Services and/or Bloominmind Content hereunder by You, and (iii) from whom You have obtained reasonable assurances that they will comply with the access and use and confidentiality terms in these Terms of Use and Your Agreement.

You shall ensure that each Authorized User complies with these Terms of Use and Your Agreement as well as applicable law. You shall terminate any Authorized User's access to the Bloominmind Services or the Bloominmind Content: (i) when such person no longer meets the definition of "Authorized User"; (ii) if conduct by such Authorized User breaches any term of these Terms of Use and/or Your Agreement; or (iii) upon such Authorized User's indictment, arrest, or conviction of any crime related to claims or other transactions, financial relationships, or financial dealings in connection with health care, and You shall immediately inform Bloominmind of any such indictment, arrest, or conviction. You are responsible for all acts and omissions of any Authorized User in connection with such Authorized User's access and use of the Bloominmind Services. Bloominmind may restrict, suspend, or terminate an Authorized User's access to the Bloominmind Services or the Bloominmind Content if Bloominmind determines in its sole discretion that such access has an adverse effect on Bloominmind.

Except as expressly permitted under these Terms of Use, You shall not and shall cause Your Authorized Users not to: (i) access or use the Bloominmind Services or the Bloominmind Content in connection with the provision of any services to third parties; (ii) resell, rent, license, lease, provide service bureau or timeshare services, transfer, encumber, copy, distribute, publish, exhibit, transmit or otherwise make available to any third party any Bloominmind Content or the Bloominmind Services; (iii) derive specifications from, reverse engineer, reverse compile, disassemble, translate, record, or create derivative works based on the Bloominmind Services or the Bloominmind Content; (iv) use the Bloominmind Services or the Bloominmind Content in a manner that delays, impairs, or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software, or system input or output, including but not limited to introduction of any viruses or malware into the Bloominmind Services; (v) enter data in the Bloominmind Services that is threatening, harmful, lewd, offensive, defamatory, or that injures or infringes the rights of others; (vi) apply systems to extract or modify information in the Bloominmind Services using technology or methods such as those commonly referred to as "web scraping," "data scraping," or "screen scraping;" (vii) use the Bloominmind Services or the Bloominmind Content or any part or aspect thereof for any unlawful purpose or to mislead or harass anyone; or (viii) use the Bloominmind Services or the Bloominmind Content except as specifically permitted under this Agreement. Use of or access to the Bloominmind Services or the Bloominmind Content not in accordance with these Terms of Use or Your Agreement is strictly

prohibited. Any violation will cause Bloominmind irreparable and immediate harm, and Bloominmind is entitled to injunctive relief to prevent such violation.

Third-Party Browser Extensions. Extensions are small software programs, developed by third parties, that can modify and enhance the functionality of Your browser. Extensions may have privileges, including the ability to read, record and/or modify Your private data, including PHI. These extensions are installed by individual users into the browser on their computers and are utilized at users' own risk. Further, such extensions are not affiliated with Bloominmind and Bloominmind does not have visibility into which extensions any user may use. Bloominmind assumes no risk of loss of data or breach of such data due to Your use of browser extensions.

Prior to using the Bloominmind Service, if You have one (or more) of these extensions enabled in Your browsers, Bloominmind recommends completely removing all of these extensions immediately as disabling the extensions may not be sufficient to protect Your PHI. We recommend that You only access the Bloominmind Service from supported browsers that have all plugins and extensions removed.

Further, installing any third-party software on Your operating system may also subject You to the same risks as using browser extensions. Bloominmind has no liability to You due to damages caused by any third-party software, including, without limitations, browser extensions.

VI. Communications

Bloominmind may communicate with you by email or by posting notice on the Bloominmind Service. You may request that we provide notice of security breaches in writing.

You agree to receive email from us at the email address you provided to us for informational and customer service-related purposes.

Electronic Notices. By using the Bloominmind Service or providing Personal Information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Bloominmind Service. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on the Bloominmind Service or sending an email to you. You may have a legal right to receive this notice in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please [contact us](#).

VII. Bloominmind's Content Ownership and Use

Bloominmind HealthTech Inc owns all of the content we create, but you may use it while you use the Bloominmind Service. You cannot use our logo without our written permission.

The contents of the Bloominmind Service include: means the Bloominmind website, the Bloominmind Services, materials, Bloominmind Service descriptions, proprietary methods, templates, spreadsheets, databases and other electronic tools created or owned by Bloominmind, including all data and information included in or entered into the Bloominmind Service that Bloominmind compiles, sorts, integrates, normalizes, analyzes, maps, stores, processes, selectively aggregates and/or combines with multiple disparate data sources, for comparison, benchmarking or other similar and lawful purposes, as well as edits, improvements, additions, modifications,

interfaces, and derivative works prepared from or relating to any of the foregoing, and any and all tangible and intangible works of authorship, copyrights, patents, trademarks, trade secrets and trade dress, and all intellectual property rights in any of the foregoing (collectively, “**Bloominmind Content**”). All Bloominmind Content and the compilation (meaning the collection, arrangement, and assembly) of all Bloominmind Content are the property of Bloominmind or its licensors and are protected under copyright, trademark, and other laws.

License to You. We authorize you, subject to these Terms of Use, to access and use the Bloominmind Service and the Bloominmind Content solely for the use of the Bloominmind Services, at our discretion. Any other use is expressly prohibited. This license is revocable at any time without notice and with or without cause. Unauthorized use of any Bloominmind Content may violate copyright, trademark, and applicable communications regulations and statutes and is strictly prohibited. You must preserve all copyright, trademarks, service marks, and other proprietary notices contained in the original Bloominmind Content on any copy you make of the Bloominmind Content.

Bloominmind Marks. Bloominmind, the Bloominmind logo, and other Bloominmind logos and product and service names are or may be trademarks of Bloominmind (the “**Bloominmind Marks**”). Without our prior written permission, and except as solely enabled by any link as provided by us, you agree not to display or use in any manner the Bloominmind Marks.

VIII. Confidential Information

"Confidential Information" means all confidential information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include the content you post to the Bloominmind Service, not including personal and health-related information; Bloominmind Confidential Information shall include the Bloominmind Service, customer feedback, and information relating to the performance, reliability, or stability of the Bloominmind Service, operation of the Bloominmind Service, know-how, techniques, processes, ideas, algorithms, and software design and architecture; and Confidential Information of each party shall include business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

Protection of Confidential Information. The Receiving Party shall (i) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms of Use, and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates’ employees, contractors and agents who need such access for purposes

consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

IX. Intellectual Property Rights and Your License to Use

You, or the people who allow you to use their content, own all the content you create using the Bloominmind Service. However, we may use it for any purpose, including in our marketing materials. We may also modify your content to make it work better on the Bloominmind Service.

It is very important that you have permission to use other people's content or they may be able to sue you for violating their legal rights.

Bloominmind Claims No Ownership. The Bloominmind Service may provide you with the ability to create, post, or share content ("**Your User Content**"). Bloominmind claims no ownership over Your User Content. You or a third-party licensor, as appropriate, retain all copyright, patent, and trademark rights to any of the content you post on or through the Bloominmind Service. You are responsible for protecting those rights. You also acknowledge and agree that Your User Content is non-confidential and non-proprietary.

Bloominmind's Use of Posted Content on the Bloominmind Service. By creating, posting, or sharing Your User Content on or through the Bloominmind Service, and subject to Bloominmind's Privacy Policy, you grant Bloominmind a perpetual, world-wide, non-exclusive, non-transferable, royalty-free license to use, modify, remove, publish, transmit, or display Your User Content for any purpose, including for the purpose of promoting Bloominmind and its services. You waive any rights you may have regarding Your User Content being altered or manipulated in any way that may be objectionable to you. Bloominmind reserves the right to refuse to accept, post, display, or transmit any User Content in its sole discretion.

You Acquire No Ownership of Others' Content. You understand and agree that you will not obtain, as a result of your use of the Bloominmind Service, any right, title, or interest in or to such content delivered via the Bloominmind Service or in any intellectual property rights (including, without limitation, any copyrights, patents, trademarks, trade secrets, or other rights) in the content.

You Must Have Rights to the Content You Post. You represent and warrant that: (i) you own the content posted by you on or through the Bloominmind Service or otherwise have the right to grant the license set forth in these Terms of Use, (ii) the posting and use of Your User Content on or through the Bloominmind Service does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person, and (iii) the posting of

Your User Content on the Bloominmind Service does not result in a breach of contract between you and a third party. You agree to pay for all royalties, fees, and any other monies owing any person by reason of content you post on or through the Bloominmind Service.

The Bloominmind Service contains content from users and other Bloominmind licensors. Except as provided within these Terms of Use, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through the Bloominmind Service.

X. Copyright Policy

Let us know if you think a user has violated your copyright using the Bloominmind Service, or if you think someone incorrectly reported that you violated his or her copyright.

The Digital Millennium Copyright Act of 1998 (the “**DMCA**”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials posted on the Bloominmind Service infringe your copyright, you (or your agent) may send Bloominmind a “Notification of Claimed Infringement” requesting that the material be removed, or access to it blocked. The notice must include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the works that have been allegedly infringed.
2. Identification of the copyrighted work alleged to have been infringed (or if multiple copyrighted works located on the Bloominmind Service are covered by a single notification, a representative list of such works);
3. Identification of the specific material alleged to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Bloominmind to locate the material on the Bloominmind Service.
4. Your name, address, telephone number, and email address (if available);
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Bloominmind a counter-notice.

Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. Notices and counter-notices with respect to the Bloominmind Service should be sent to info@bloominmind.com. Consult your legal advisor and see 17 U.S.C. Section 512 before filing a notice or counter-notice as there are penalties for false claims under the DMCA.

XI. Suggestions and Submissions

Do not send us your ideas for a new business or functionality. If you do, we can use them without compensating you.

Bloominmind appreciates hearing from its users and welcomes your comments regarding the Bloominmind Service. Please be advised, however, that Bloominmind does not accept or consider creative ideas, suggestions, inventions, or materials (“creative ideas”) other than those which we have specifically requested. While Bloominmind values your feedback on our services, clinical workflows, medical templates, or other feedback with respect to the Bloominmind Services or Bloominmind Content (collectively, “**Feedback**”), please be specific in your comments and do not submit creative ideas. If, despite this request, you send Bloominmind creative ideas, Bloominmind shall:

1. own, exclusively, all now known or later discovered rights to the Feedback.
2. not be subject to any obligation of confidentiality and shall not be liable for any use or disclosure of any Feedback; and
3. be entitled to unrestricted use of the Feedback for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.

For the avoidance of doubt, you shall, and hereby do, hereby irrevocably assign to Bloominmind Your entire right, title and interest in and to the Feedback without restriction.

XII. User Content Disclaimers, Limitations, and Prohibitions

We do not represent or guarantee the truthfulness, accuracy, or reliability of content, posted by users (“**User Content**”). You accept that any reliance on material posted by other users, vendors, or suppliers will be at your own risk. By using the Bloominmind Service you accept the risk that you might be exposed to content that is objectionable or otherwise inappropriate.

You are solely responsible for Your User Content on the Bloominmind Service. Bloominmind does not endorse any, nor is it responsible for, User Content on the Bloominmind Service. You assume all risks associated with Your User Content, including anyone’s reliance on its quality, accuracy, or reliability. You may expose yourself to liability if, for example, Your User Content contains material that is false, intentionally misleading, or defamatory; violates third-party rights; or contains material that is unlawful or advocates the violation of any law or regulation.

Do not do bad things with the Bloominmind Service, try to break it, or steal our hard work.

You agree to use the Bloominmind Service only for its intended purpose and in an authorized manner. You must use the Bloominmind Service in compliance with all privacy, data protection, intellectual property, and other applicable laws. The following uses of the Bloominmind Service are prohibited. You may not:

1. attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorized access to the Bloominmind Service, user accounts, or the technology and equipment supporting the Bloominmind Service.
2. frame or link to the Bloominmind Service without permission.
3. use data mining, robots, or other data gathering devices on or through the Bloominmind Service, unless specifically allowed by these Terms of Use.
4. post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity.

5. disclose personal information about another person or harass, abuse, or post objectionable material.
6. sell, transfer, or assign any of your rights to use the Bloominmind Service to a third party without our express written consent.
7. post advertising or marketing links or content, except as specifically allowed by these Terms of Use.
8. use the Bloominmind Service in an illegal way or to commit an illegal act in relation to the Bloominmind Service or that otherwise results in fines, penalties, and other liability to Bloominmind or others; or
9. access the Bloominmind Service from a jurisdiction where it is illegal or unauthorized.

XIII. Consequences of Violating These Terms of Use

If you do not act acceptably and responsibly, we may refuse to provide the Bloominmind Service to you.

We reserve the right to suspend or terminate your account and prevent access to the Bloominmind Service for any reason, at our discretion. We reserve the right to refuse to provide the Bloominmind Service to you in the future.

We may review and remove any User Content at any time for any reason, including for activity which, in our sole judgment: violates these Terms of Use; violates applicable laws, rules, or regulations; is abusive, disruptive, offensive or illegal; or violates the rights of, or harms or threatens the safety of, users of the Bloominmind Service.

You are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by or arising out of your breach of these Terms of Use and your use of the Bloominmind Service.

XIV. Bloominmind's Liability

We are not liable for anything our users do when using the Bloominmind Service. We may also change the Bloominmind Service at any time and are not liable for how this may affect you. We don't guarantee the quality or accuracy of any content you view using the Bloominmind Service or other websites.

Changes to the Bloominmind Service. We may change, suspend, or discontinue any aspect of the Bloominmind Service at any time, including hours of operation or availability of the Bloominmind Service or any feature, without notice or liability.

User Disputes. We are not responsible for any disputes or disagreements between you and any third party with whom you interact using the Bloominmind Service, including payment processors and speech-to-text providers. We are also not responsible for disputes or disagreements between you and any patient with or for whom you or the patient have used the Bloominmind Service. You assume all risk associated with dealing with third parties. You agree to resolve disputes directly with the other party. You release Bloominmind of all claims, demands, and damages in disputes among users of the Bloominmind Service. You also agree not to involve us in such disputes. Use caution and common sense when using the Bloominmind Service.

Content Accuracy. We make no representations about accuracy, reliability, completeness, or timeliness of any contents of the Bloominmind Service, including health-related information. Similarly, we make no representations about accuracy, reliability, completeness, or timeliness of any data from third-party vendors or suppliers, such as data resulting from the speech-to-text functionality, or the quality or nature of third-party products or services obtained through the Bloominmind Service. Use the Bloominmind Service at your own risk.

We make no promises and disclaim all liability of specific results from the use of the Bloominmind Service.

Released Parties Defined. “Released Parties” includes Bloominmind and our affiliates, officers, employees, agents, partners, and licensors.

A. DISCLAIMER OF WARRANTIES

You use the Bloominmind Service at your own risk. We make no warranties or guarantees.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE BLOOMINMIND SERVICE IS AT YOUR SOLE RISK, AND THE BLOOMINMIND SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR (INCLUDING ANY AND ALL THIRD PARTY) SERVICES OFFERED BY BUSINESSES LISTED ON THE BLOOMINMIND SERVICE, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE NO WARRANTY THAT (I) THE BLOOMINMIND SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE BLOOMINMIND SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE BLOOMINMIND SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY GOODS OR SERVICE AVAILABLE ON THE BLOOMINMIND SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED; AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE BLOOMINMIND SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

B. LIMITATION OF LIABILITY AND INDEMNIFICATION

We are not liable for anything that happens to you that somehow may be connected to your use of the Bloominmind Service. If you use the Bloominmind Service in a way that causes us to be included in litigation, you agree to pay all of our legal fees and costs.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE TO YOU OR YOUR PATIENTS FOR ANY DIRECT, INDIRECT,

INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF BLOOMINMIND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE BLOOMINMIND SERVICE OR THE BLOOMINMIND CONTENT; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE BLOOMINMIND SERVICE OR YOUR USE OF THE BLOOMINMIND CONTENT; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY ON THE BLOOMINMIND SERVICE; (V) YOUR RELIANCE ON CONTENT MADE AVAILABLE BY US; OR (VI) ANY OTHER MATTER RELATING TO THE BLOOMINMIND SERVICE, THE BLOOMINMIND CONTENT, ANY THIRD PARTY SOFTWARE OR SERVICES, OR YOUR USE OF BROWSER EXTENSIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT POSSIBLE BY LAW, OUR MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE BLOOMINMIND SERVICE OR YOUR USE OF BLOOMINMIND CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED \$100.

You agree to defend, indemnify, and hold harmless the Released Parties from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) your use of or reliance on any third-party content, (ii) your use of or reliance on any Bloominmind Content or the use of the Bloominmind Service, (iii) any activity on the Bloominmind Service under your log-in credentials, or (iv) your breach of these Terms of Use. We shall provide notice to you promptly of any such claim, suit, or proceeding.

XV. Arbitration, Class Waiver, and Waiver of Jury Trial

We are located in Maryland, so all disputes must be resolved there. We will use arbitration to resolve any problems, and you cannot join a class action lawsuit or obtain a jury trial for any disputes you have with us related to your use of the Bloominmind Service.

These Terms of Use and the relationship between you and Bloominmind shall be governed by the laws of the state of Maryland without regard to its conflict of law provisions. You and Bloominmind agree to submit to the personal and exclusive arbitration of any disputes relating to your use of the Bloominmind Service under the rules of the American Arbitration Association. Any such arbitration, to the extent necessary, shall be conducted in Howard County in the State of Maryland. You covenant not to sue or bring any other legal action against Bloominmind in any other forum.

You also acknowledge and understand that, with respect to any dispute with the Released Parties arising out of or relating to your use of the Bloominmind Service, these Terms of Use, or any other agreement with Bloominmind:

- YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY.
- YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE; AND
- YOU MUST FILE ANY CLAIM WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE OR IT IS FOREVER BARRED.

XVI. Chargebacks; Debt Collections

The Bloominmind Service may integrate with a third-party payment processor(s) (each, a “**Payment Processor**”) that process third party credit card payments on your behalf through your account on the Bloominmind Service (the “**Payments**”). If a chargeback occurs with respect to any Payments processed on your behalf (a “**Chargeback**”), then you agree that, as between you and Bloominmind, you will be solely responsible for the amount of the disputed Payment and any additional fees or penalties which are charged by the Payment Processor (collectively, the “**Chargeback Amount**”). Bloominmind will use reasonable efforts to notify you if a Payment Processor notifies Bloominmind that a Chargeback has occurred, and you agree to assist Bloominmind as necessary to investigate and resolve the Chargeback. In the event that a Chargeback occurs and Bloominmind pays any Chargeback Amounts to the Payment Processor that is attributable to Payments processed on your behalf, you further agree to pay to Bloominmind any Chargeback Amount associated with such Chargeback, and hereby authorize Bloominmind to charge the balance of such Chargeback Amount to your default payment method, plus a service fee equal to the greater of (x) \$15 or (y) such amount that is charged by any third party and/or any other financial institution(s) (the “**Service Fee(s)**”). If a Chargeback is resolved in your favor and the Payment Processor gives Bloominmind a credit for some or all the Chargeback Amount, then Bloominmind shall refund to you such credited amounts. The Service Fee is non-refundable. In the event that you request a refund of any Payments, you will be responsible for any and all credit card or third-party processing fees. For the avoidance of doubt, such credit card and/or third-party processing fees shall not be refundable to you if you request a refund of any Payments. In the event that: (i) a chargeback dispute is resolved in your favor, Bloominmind reserves the right to terminate Your Agreement (and suspend the Bloominmind Services) at any time following prior written notice to you; and (ii) if you remain in default of your payment obligations under Your Agreement, then we may engage a third-party debt collector to seek recovery of any such past due amounts.

XVII. General Terms; Other Legal Provisions; No SPIFF

These Terms of Use, along with Your Agreement, and any policies applicable to you posted on the Bloominmind website or any document you sign, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to

be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. The section titles and annotations in these Terms of Use are for convenience only and have no legal or contractual effect. You acknowledge and agree that You shall not offer any form of bonus income, plans, promotions, or any other form of additional incentives ("**SPIFFs**") directly to Bloominmind' s employees, consultants, affiliates or subcontractors. Instead, You must direct all proposed SPIFFs directly to Bloominmind' s Partner Relationship Manager (the "**SPIFF Contact**"). The SPIFF Contact shall then work with You and decide whether or not to implement the SPIFFs in his/her sole discretion.

XVIII. Contact Information

If you have any questions about these Terms of Use or the Bloominmind Service, please visit email us at admin@bloominmind.com.

Sincerely,

Bloominmind HealthTech Inc.