

## **CEUHelper Terms of Use and License Agreement**

This Terms of Use and License Agreement (this “Agreement”) sets forth the terms and conditions for use of any application, software or other related services and materials (the “Service”) offered by CEUHelper, LLC (“CEUHelper”) by you (the “User” or “You”). Your use of the Service is subject at all times to this Agreement and CEUHelper’s privacy policy (the “Privacy Policy”). Any inconsistencies between this Agreement and the Privacy Policy shall be resolved by CEUHelper in its sole and absolute discretion.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING, DOWNLOADING OR USING THE SERVICE. BY ACCESSING, DOWNLOADING OR USING THE SERVICE, YOU WILL BE BOUND BY THE TERMS OF THIS AGREEMENT.

BY SELECTING THE “YES” OR “DOWNLOAD” OR “SUBSCRIBE” BUTTON, USER CONSENTS TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF USER IS NOT WILLING TO BE BOUND BY THIS AGREEMENT AND USER DOES NOT AGREE TO ALL OF THE TERM AND CONDITIONS OF THIS AGREEMENT, THEN SELECT THE “NO” BUTTON OR DO NOT ACCESS THE SERVICE.

USER MAY NOT USE THE SERVICE IF: (A) USER CANNOT ENTER INTO A BINDING CONTRACT WITH CEUHELPER; (B) USER IS UNDER 18 YEARS OF AGE, IN WHICH CASE USER MUST NOT CREATE AN ACCOUNT, USE ANY PART OF THE SERVICE, OR SUBMIT PERSONAL INFORMATION THROUGH THE SERVICE OR TO CEUHELPER; (C) USER IS NOT ALLOWED TO RECEIVE PRODUCTS, INCLUDING SERVICES OR SOFTWARE, FROM THE UNITED STATES; OR (D) USER HAS PREVIOUSLY BEEN BANNED FROM USING THE SERVICE.

### **USES AND LIMITATIONS**

Subject to the terms and conditions of this Agreement, during the Term (as defined below), CEUHelper grants User a non-exclusive, non-transferable and non-sublicensable right to access, download and use the Service in accordance with: (i) applicable law, (ii) User’s legitimate business purposes, and (iii) CEUHelper’s applicable documentation.

In connection with the Service, User shall:

1. Not share account information, including username and password, with any other user of the Service and/or permit any other individual or entity to use User’s account;
2. Not use the Service for any illegal or unauthorized purpose or beyond the scope of expected use for the Service;
3. Not intentionally interfere with the operation of the Service or with any other person or entity’s use of the Service;

4. Not intentionally gain or grant unauthorized access to the Service;
5. Be solely liable for User's conduct, acts and omissions;
6. Not alter, modify, adapt, reverse engineer, decompile, disassemble or hack the Service, or create derivative works from the Service;
7. Not merge the Service with other software;
8. Not resell, sell, lease, lend, redistribute, sublicense, assign or otherwise transfer the Service to any third party;
9. Not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Service;
10. Not remove or alter any copyright notices or other notices included in the Service;
11. Not use the Service to create or transmit unwanted messages, promotions, spam or content that includes any advertising;
12. Not intentionally transmit any viruses, bugs, worms, or any other computer code of a destructive nature or that may harm a network, computer, server, hardware, software or telephone equipment using the Service;
13. Not violate any individual's or entity's legal rights (e.g. privacy rights) or any applicable laws in User's jurisdiction while using the Service;
14. Not use any data mining, robots, or similar data gathering and extraction methods in connection with the Service;
15. Not use any robot, spider, scraper, or other automated means (other than in accordance with this Agreement) to access the Service for any purpose without CEUHelper's express written permission or bypass measures CEUHelper may use to prevent or restrict access to the Service;
16. Not impose an unreasonable burden on the Service or network;
17. Not breach, or attempt to breach, the security of the Service;
18. Not attempt to get a user ID, password, or other user information, or any other primary information from another user or User. **CEUHelper's employees will NEVER ask for User's password. DO NOT give your password, secret answers, or billing information out to anyone.**
19. Not use the Service or export the Service in violation of U.S. export laws and regulations;

20. Not solicit any activity, unlawful or otherwise, that infringes CEUHelper's rights or the rights of any other party;
21. Not enable others to violate any of the terms and conditions of this Agreement;  
and
22. Ensure that the User is at least 18 years of age or older.

A violation of any of the terms of this Agreement by User may result in the immediate termination of User's account and User's ability to access or use the Service, which decision shall be made by CEUHelper, in its sole and absolute discretion, with or without notice.

The Service, and the respective structures, organization, documentation, software and source code contained in the Service constitute valuable intellectual property of CEUHelper and are owned solely by CEUHelper. CEUHelper does not grant and User acknowledges that it shall have no right, license or interest in any patent, copyright, trademark, or trade secret owned, used or claimed now or in the future by CEUHelper. No title to or ownership of the intellectual property contained in the Service, the software, or any part of the Service or the software, as well as all enhancements, updates, modifications, local versions or any derivatives of the Service or the software, or any and all intellectual property and proprietary rights therein, or CEUHelper's confidential information is transferred, licensed or otherwise granted to User.

The Service is provided for access and use only by persons or entities located in the United States. User acknowledges that it may not be able to access the Application outside of the United States and that access to the Service outside the United States may not be legal by certain persons or in certain countries. If User access the Service from outside the United States, User is responsible for compliance with any and all local laws.

#### SERVICE UPDATES

By using the Service, User grants CEUHelper permission to send User messages regarding the Service, its features, service alerts, and network activity. Notwithstanding the foregoing, it is User's responsibility to register for updates from, and/or regularly check, CEUHelper's webpages for updates with respect to the Service. User's continued use of the Service after such updates will constitute User's acceptance of any such changes.

#### TERM AND TERMINATION

This Agreement shall be effective as of the date User accepts this Agreement or first accesses, downloads or uses any of the Service (the "Effective Date") and shall remain in effect for so long as User uses or accesses any of the Service or until User is terminated by CEUHelper as provided in this Agreement (the "Term"). Upon termination of this Agreement, User shall no longer be permitted to use or access the Service. The terms in this Agreement that contemplate obligations after the Term, including but not limited to Indemnification, Disclaimer, Limitation

of Liability, Controlling Law and Severability, and Confidentiality, shall survive termination of this Agreement.

## PRIVACY POLICY

This Agreement incorporates the terms and conditions set forth in CEUHelper's Privacy Policy, which can be found at <https://ceuhelper.com/legal/CEUHelperPrivacyPolicy.pdf>. The terms and conditions set forth in CEUHelper's Privacy Policy may be changed by CEUHelper in its sole discretion and those changes shall become effective upon posting by CEUHelper. It is User's responsibility to review the Privacy Policy for revisions made by CEUHelper.

## USER DATA

User shall own all of User's data, information, screen names, graphics, photos, profiles, audio and video clips, links and other content and materials that User submits and/or transmits using the Service, (collectively, "Data"), and CEUHelper acknowledges that it will not acquire any rights in the Data. CEUHelper shall only use Data to fulfill its contractual obligations. User shall be fully liable and responsible to ensure that Data do not violate any law, regulation or the terms of this Agreement. Except as otherwise agreed to by the parties, CEUHelper shall not be responsible for maintaining backups of Data on CEUHelper systems. All Data will be processed and stored within the geographic limits of the United States of America. Upon the termination of User's CEUHelper account, Data may no longer be stored on CEUHelper's systems. CEUHelper may access Data to monitor compliance with this Agreement and/or the Privacy Policy, in its sole discretion. CEUHelper does not represent or warrant to the accuracy, timeliness, availability, or quality of the Data or that that the Data will be error-free.

## CONFIDENTIAL INFORMATION

"Confidential Information" means any non-public data, information and other materials regarding the products, software, services, prices and discounts, or business of a party (and/or of third parties, to the extent a Party is bound to protect the confidentiality of any third "parties" information) provided by a Party, its employees, contractors or affiliates ("Disclosing Party") to the other party ("Receiving Party") where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, be reasonably considered to be confidential and/or proprietary. The Parties agree, without limiting the foregoing, that any performance and security data, product roadmaps, source code, benchmark results, and technical information relating to the Service, including pricing information, shall be deemed the Confidential Information of CEUHelper.

Notwithstanding the foregoing, Confidential Information shall not include information which: (i) is already known to the Receiving Party without the obligations of confidentiality prior to disclosure by the Disclosing Party; (ii) becomes publicly available without fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the Disclosing Party; or (iv) is independently developed or created by the Receiving Party without use of the Disclosing

Party's Confidential Information. If Confidential Information is required to be disclosed by law or governmental regulation, the Receiving Party shall provide reasonable notice to Disclosing Party of such required disclosure to the extent allowed by applicable law, and reasonably cooperate with the Disclosing Party in limiting such disclosure. Except as expressly authorized in this Agreement, the Receiving Party shall: (i) use the Confidential Information of the Disclosing Party only to perform under this Agreement or exercise rights granted to it under this Agreement; and (ii) treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care.

#### COMPLIANCE WITH LAWS

User will not use the Service: (a) to violate any local, state, national or international law; (b) to access any account other than User's own; or (c) to impersonate any person or entity, or otherwise misrepresent User's affiliation with a person or entity. User will only access, use, and/or disclose the minimum necessary information needed to perform User's professional duties. User will not access any information or chat logs for any patients that are not under User's care and/or treatment. In the event CEUHelper becomes aware of use of the Service other than as permitted by this Agreement, CEUHelper may, in its sole discretion, terminate User's account. To the extent User is an entity and is engaging CEUHelper to provide the Service on the entity's behalf, User agrees to the terms of the Business Associate Addendum attached to and incorporated into this Agreement.

#### INDEMNIFICATION

User will defend, indemnify, hold CEUHelper and its officers, shareholders, predecessors, successors in interest, directors, employees, agents, subsidiaries, affiliates, licensors and suppliers harmless from and against any and all claims, charges, complaints, damages, losses, liabilities, costs and expenses (including attorneys' fees and expert fees) due to, arising out of or relating in any way to User's use of, or access to, the Service.

#### DISCLAIMER

TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE SERVICE IS AT USER'S SOLE RISK AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH USER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND CEUHELPER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CEUHELPER DOES NOT WARRANT

AGAINST INTERFERENCE WITH USER'S ENJOYMENT OF THE SERVICE, THAT THE FUNCTIONS CONTAINED IN OR PERFORMED BY THE SERVICE WILL MEET USER'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY UPDATE WILL CONTINUE TO BE MADE AVAILABLE, THAT DEFECTS IN THE SERVICE WILL BE CORRECTED, OR THAT THE SERVICE WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICE. INSTALLATION OF THE SERVICE MAY AFFECT THE USABILITY OF THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICE. THE SERVICE ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAY OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, FINANCIAL OR ENVIRONMENTAL DAMAGE. USING THE SERVICE FOR TRADING SECURITIES IS NOT PERMITTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CEUHELPER OR AN APPROVED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SERVICE PROVE DEFECTIVE, USER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION, IF APPLICABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

#### LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO CASE SHALL CEUHELPER OR ANY CEUHELPER AFFILIATE'S LIABILITY TO YOU IN RESPECT TO ANY ACT OR FAILURE TO ACT IN RELATION TO THE SERVICE EXCEED US\$100. FURTHERMORE, IN NO CASE SHALL CEUHELPER AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM PERSONAL INJURY, DAMAGE TO PROPERTY, LOSS OF PROFITS, DATA, USE, GOODWILL, BUSINESS INTERRUPTION, OR OTHER COMPARABLE LOSS) ARISING FROM USER'S ACCESS AND USE OF THE Service, WHETHER BASED ON WARRANTY, PRODUCT LIABILITY, PERSONAL INJURY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT CEUHELPER OR ANY CEUHELPER AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSION OR THE LIMITATIONS OF LIABILITY FOR CERTAIN DAMAGES, IN SUCH JURISDICTIONS, CEUHELPER'S AND CEUHELPER AFFILIATES' LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW. CEUHELPER DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY THIRD PARTY PRODUCT OR SERVICE OFFERED THROUGH THE SERVICE AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN USER AND

THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICE. SPECIFICALLY, CEUHELPER IS NOT LIABLE TO YOU FOR ANY DAMAGE CAUSED BY THE ACTIONS OF ANY MEDICAL PROFESSIONAL OR ANY OTHER THIRD PARTY.

#### ATTORNEYS FEES

In the event any suit or other action is commenced to construe or enforce any provision of this Agreement, the prevailing party, in addition to all other amounts such party shall be entitled to receive from the other party, shall recover its reasonable attorneys' fees and court costs.

#### WAIVER

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

#### EQUITABLE RELIEF

The parties agree that a material breach of this Agreement adversely affecting CEUHelper's intellectual property rights in the Service or the Confidential Information may cause irreparable injury to CEUHelper for which monetary damages would not be an adequate remedy and CEUHelper shall be entitled to obtain equitable relief (without a requirement to post a bond) in addition to any remedies it may have under this Agreement or at law.

#### LINKS

For the convenience of User, the Service may provide links to other applications, services and websites provided by third parties. CEUHelper is not responsible for the content of any other applications, services or websites linked to or from the Service. If User follows any such links, User leaves the Service and User does so entirely at its own risk. CEUHelper provides links from the Service solely as a convenience to User and in no way should this be interpreted as a referral or endorsement of any content, sponsor or owner of any other applications, services and/or websites. CEUHELPER DISCLAIMS ALL WARRANTIES, RESPONSIBILITIES, LIABILITIES, CONDITIONS OR OTHER TERMS EXPRESS OR IMPLIED AS TO ANY SUCH LINKED WEBSITE, INCLUDING, WITHOUT LIMITATION, AS TO ACCURACY, OWNERSHIP, VALIDITY OR LEGALITY OF ANY CONTENT OF A LINKED APPLICATIONS, SERVICE OR WEBSITES, AND FOR ANY OF YOUR INFORMATION COLLECTED OR USED BY ANY SUCH THIRD PARTIES.

#### ASSIGNMENT

This Agreement may not be assigned or transferred, in whole or in part, by User. CEUHelper may assign this Agreement in its entirety to a successor in interest of all or substantially all of its business or assets. Any action or conduct in violation of the foregoing shall

be void and without effect. Subject to the foregoing, all rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns. CEUHelper may delegate any of its obligations hereunder, provided that it shall remain fully liable and responsible for its delegates' actions or inactions in violation of this Agreement.

#### CONTROLLING LAW AND SEVERABILITY

This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflict of law provisions. Each party irrevocably agrees that any claim brought by it in any way arising out of this Agreement must be brought solely and exclusively in state or federal court located in Worcester County, Massachusetts, and each party irrevocably accepts and submits to the sole and exclusive jurisdiction of each of the aforesaid courts in personam, generally and unconditionally, with respect to any action, suit, or proceeding brought by it or against it by the other party.

In the event any one or more of the terms or provisions contained in this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement or any application thereof shall not in any way be affected or impaired, except that, in such an event, this Agreement shall be deemed revised in order to provide the party adversely affected by such declaration with the benefit of its expectation, evidenced by the provision(s) affected by such a declaration, to the maximum extent legally permitted.

#### FORCE MAJEURE

CEUHelper shall not be liable to the other for failure to perform if said failure results, directly or indirectly, from government action or inaction, mechanical or electrical breakdown, or natural disaster. In the event CEUHelper excuses its performance of any of its requirements or otherwise invokes the Force Majeure, the payment provisions in any User Agreement shall be suspended for an equal period of time. If either party is affected by an interruption or delay contemplated by this section, it will: (a) promptly provide notice to the other party, explaining the full particulars and the expected duration of the such delay and (b) use its best efforts to remedy the interruption or delay if it is reasonably capable of being remedied.

#### MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Nothing in the foregoing sentence shall exclude or restrict the liability of User arising out of fraud or fraudulent misrepresentation. Any waiver of any provision of this Agreement will be effective only if in writing and signed by CEUHelper. The failure of either party to assert any right under this



Agreement shall not be considered a waiver of that party's right will remain in full force and effect. In addition, this Agreement, including CEUHelper's enforcement of those policies, is not intended to confer, and does not confer, any rights or remedies upon any person. The original English version of this Agreement may have been translated into other languages. In the event of inconsistency or discrepancy between the English version and any other language version, the English language version shall prevail. There are no other third party beneficiaries to this Agreement.