

Terms of Use

Updated as of January 24, 2022.

Please read these terms of use ("Terms") carefully before using this website ("Website"), portals, our SMS text notification services, and any other services we may provide (collectively, our "Services"). The Services are provided by the Website owner identified on the Website homepage ("we," "us," or "our").

By using our Services, you are agreeing to these Terms. Please read them carefully.

These Terms may have changed since you last used our Services. Your use of our Services is subject to your compliance with these Terms. These Terms apply to all visits to our Website and all uses of our Services, including (but not limited to) all associated content, information, recommendations, and/or services provided to you by or through our Services.

By accessing and using our Services, you hereby agree to these Terms in their entirety. You may not use our Services (or any part thereof) if you do not agree to be bound by these Terms.

Use of Services

The information contained in or provided by our Services is offered solely for your consideration and is subject to your verification. It is not to be taken as a warranty or representation by which we or our affiliates assume legal responsibility, nor do we grant permission to use or practice anything contained therein, nor recommends such use or practice.

Our Services are not intended to be a substitute for professional medical advice from a qualified healthcare provider. Do not use information provided via our Services to diagnose or treat a health condition or disease without consulting a qualified healthcare provider. There is no physician-patient relationship arising solely by virtue of using the Services. Never disregard professional medical advice or delay seeking it because of something you have read via the Services. Do not use our Services for medical emergency services. In an emergency, call 911, your personal physician, and/or your local emergency assistance number.

Changes to these Terms

We reserve the right to revise and update these Terms at any time without notifying you. As such, please periodically review these Terms, our Privacy Policy, Acceptable Use Policy, and any other policies that may be posted on this Website, each of which are accessible via the Website homepage. Continued usage of our Services will be considered acceptance of any changes. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms on particular pages at this Website.

Ownership of Services

Our Services, including all associated information related to our Services, are the property of us and/or our affiliates and licensors. Our Services are protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws. All rights reserved.

The contents of our Services may be viewed and accessed only for your personal, non-commercial use, provided that all copyright and other proprietary notices are retained on any copies made of the materials. The materials and information available via our Services may not be modified in any way, and may not be reproduced, distributed or used for any public or commercial purpose unless expressly permitted by us in writing. Any use of the materials or information available via our Services for any other purpose is prohibited. Nothing herein shall be construed as conferring by implication, estoppel, or otherwise, any license or right under any copyright, patent, trademark or other proprietary interest of us or other third parties. If you breach any of these terms, your authorization to use our Services is terminated and you must immediately destroy any downloaded or printed materials.

Trademarks

All of our or our affiliates' trademarks, service marks and trade names ("Trademarks") are trademarks or registered trademarks that belong to us or our affiliates, unless stated otherwise. You may not use or display the Trademarks for any purpose, including but not limited to, in advertising or publicity pertaining to distribution of materials via our Services, without our prior written consent. Any other trademarks appearing on third party websites linked to by our Services are the property of the respective owners or operators of those third party websites.

Links to Other Websites

Links to third party websites by our Services may be provided solely as a convenience. If you use these third party links, you will leave our Services. We are not responsible for such third party

websites, nor do we control such websites. We also do not claim to have reviewed these third party websites or any associated content. As such, we are not responsible for any of these websites or their content. We are not responsible for any charges or fees associated with financial transactions that may occur on or through a third party website. Moreover, we do not endorse or make any representations about any of the websites for which links are provided, or any information, software or other products or materials made available by such third party websites, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to by our Services, you do so entirely at your own risk. The mention of specific products, processes, or services within our Services does not constitute or imply a recommendation or endorsement under any circumstances.

The storage or reproduction of our Services (or any part of our Services) in any external internet site or the creation of links, hypertext, or deeplinks between our Services and any other internet website, is prohibited.

Disclaimer

YOU AGREE TO ASSUME THE RISK OF ACCESSING AND USING OUR SERVICES. OUR SERVICES, INCLUDING ALL CONTENT, ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, TO THE FULLEST EXTENT PERMITTED BY LAW. THE INFORMATION VIA THE SERVICES IS FOR GENERAL INFORMATION PURPOSES ONLY AND DOES NOT CONSTITUTE ADVICE.

WE DO NOT REPRESENT OR WARRANT THAT THE CONTENT OR INFORMATION PROVIDED OR MADE AVAILABLE VIA OUR SERVICES IS ACCURATE, COMPLETE OR CURRENT, OR THAT OUR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECTS IN OUR SERVICES WILL BE CORRECTED OR THAT OUR SERVICES OR THE SERVER THAT MAKES OUR SERVICES AVAILABLE ARE FREE OF VIRUSES OR ANY OTHER HARMFUL COMPONENTS. WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE MATERIALS IN OUR SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE, IN EACH CASE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. INFORMATION PUBLISHED OR MADE AVAILABLE VIA OUR SERVICES MAY REFER TO PRODUCTS, PROGRAMS OR SERVICES THAT ARE NOT AVAILABLE IN YOUR REGION.

YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT IN OR DISSATISFACTION WITH OUR SERVICES IS TO CEASE USE OF OUR SERVICES.

WE RESERVE THE RIGHT TO SUSPEND OR WITHDRAW THE WHOLE OR ANY PART OF OUR SERVICES AT ANY TIME WITHOUT NOTICE WITHOUT INCURRING ANY LIABILITY.

Limitation of Liability

IN NO EVENT WILL ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING OUR SERVICES (OR ANY PART THEREOF), OR ANY OTHER THIRD PARTIES MENTIONED VIA OUR SERVICES (OR ANY PART THEREOF) BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF OUR SERVICES (OR ANY PART THEREOF), ANY WEBSITES LINKED TO OUR SERVICES, OR THE MATERIALS OR INFORMATION CONTAINED AT ANY OR ALL SUCH WEBSITES, INCLUDING DAMAGES CAUSED BY VIRUSES OR ANY INCORRECTNESS OR INCOMPLETENESS OF THE INFORMATION PROVIDED OR MADE AVAILABLE VIA OUR SERVICES (OR ANY PART THEREOF), OR THE PERFORMANCE OF THE PRODUCTS OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL OUR LIABILITY TO YOU RELATING TO OUR SERVICES (OR ANY PART THEREOF) EXCEED ONE HUNDRED DOLLARS (\$100).

User Submissions

Any information, including but not limited to remarks, suggestions, ideas, graphics, or other submissions, communicated to us through our Services is the exclusive property of us and/or our affiliates. We are entitled to use any information submitted for any purpose, without restriction (except as stated in our Privacy Policy) or compensation to the person sending the submission. The user acknowledges the originality of any submission and accepts responsibility for its accuracy, appropriateness, and legality.

You are prohibited from using our Services to post or transmit any unlawful, threatening, libelous, defamatory, obscene, pornographic, illegal, or any material that could constitute or encourage conduct that would be considered a criminal offence, violate the rights of any party or which may

otherwise give rise to civil liability or violate any law. You are also prohibited from using our Services to advertise or perform any commercial solicitation. We will have no obligations with respect to such communications. We reserve the right to remove any and all user submissions it deems in violation of these Terms.

Indemnity

You agree to defend, indemnify, and hold us, our affiliates, and our respective officers, directors, employees, agents, licensors, and affiliates harmless from and against any and all claims, losses, liability, costs, and expenses (including attorneys' fees) arising from your use of our Services, violation of these Terms, or violation of any third party rights.

YOU AGREE TO WAIVE ANY AND ALL LAWS THAT MAY LIMIT THE EFFICACY OF ANY RELEASES CONTAINED IN THESE TERMS, INCLUDING THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542.

Copyright Violations

If you believe that your copyrighted work has been copied and is accessible through our Services in a way that constitutes copyright infringement, please notify our designated copyright agent. The notice must include all of the information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. § 512 ("Copyright Act"). As of the date of the posting of this Agreement, the information that you must provide includes: identification of the copyrighted work that allegedly has been infringed; identification of the material on our Services that you believe infringes the copyright (with sufficient specificity to allow us to locate it); a statement that you believe in good faith that the use is not authorized by the copyright owner, its agent or the law; a statement that the information you have provided is accurate and, under penalty of perjury, that you are the owner of the copyright involved or are otherwise authorized to act for the owner; your physical or electronic signature or the signature of a person authorized to act on behalf of the owner of the allegedly infringed right; and your contact information. Please keep in mind that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. Any claims of copyright infringement concerning our Services should be sent to CORPORATE@PSNAFFILIATES.COM. We will respond to each complaint quickly and diligently. Only copyright complaints should be sent to the above agent. No other communications will be accepted.

Forward-Looking Statements

Some statements made available by our Services are not historical facts and therefore are considered forward-looking statements within the meaning of Section 21E of the Securities and Exchange Act of 1934. These forward looking statements are subject to risks and uncertainties as which could cause our actual results to differ materially from those expressed in or implied by the content of our Services. Forward-looking statements made available by our Services are made as of the date of the initial publication and we undertake no obligation to update any of these forward-looking statements as actual events unfold.

Third Party Payments

We are not responsible for any charges or fees associated with financial transactions that occur on or through third party websites. Any payments you may make for services you have found through use of our Services or through any Portal (such as enrolling in a class) are made exclusively through an affiliated third party website the separate privacy policy of which applies, and not through our Services or Portal. We encourage you to read the privacy statements of each and every website that collects personally identifiable information.

Privacy

We are sensitive to the expectation of privacy by those who access and use our Services. For a complete statement of our policies related to online privacy, please read our Privacy Policy, available at our Website homepage.

Choice of Law and Venue

This agreement is entered into and performed in the State of Texas and you agree this agreement is governed by the laws of the State of Texas, without consideration to the principles of the conflicts of law. Your continued use of our Services, confirms you consent and submit to the personal jurisdiction in the State of Texas and venue of the County of Collin for any state or federal action arising out of the use of our Services or these Terms. This agreement does not constitute doing business in any other state than the State of Texas.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to our Services, the Terms or the Privacy Policy must be filed within one year after such claim or cause of action arose or such claim or cause is barred.

Invalidity and Waiver

If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any of these Terms will be deemed a further or continuing waiver of such term or condition or any other term or condition.

Section Titles

The section titles of the Terms are merely for convenience and will not have any effect on the substantive meaning of these Terms.

Entire Agreement

Except as expressly provided in a particular "legal notice" on our Services, these Terms constitute the entire agreement between us and you, respectively, with respect to the use of our Services and content contained therein.

Additional Terms for Use of Text Message Notifications

Text Message Terms

We have developed a mobile alert and messaging service that may allow you to receive confirmation or reminders for billing purposes, medical appointments at our facilities, and other communication we may send. In addition to the mobile alert services, you may also receive additional notifications from us. By providing a mobile number that allows you to receive text message or short message reminders and information, you are opting to participate in our mobile alert and messaging service and you agree to be bound by the following terms and conditions related to our SMS text notification services. Messages are unencrypted. Unencrypted messages, including email and text messages, may be intercepted or received by unintended third parties, and/or stored or archived by service providers and system operators.

- **Usage**

As a user of this text message service you acknowledge that text messages are distributed via third-party mobile network providers and therefore we are unable to control all functions related to the delivery of text messages. You acknowledge that it may not be possible to transmit all text messages successfully. While we do not charge you for these services, message and data rates may apply from your mobile carrier.

- Opt Out

To stop receiving text messages, text STOP to a text message you receive. You consent to receive one last message from us confirming your inactivation. If you stop using your mobile phone number you must alert us immediately to unsubscribe from the service.

- Advice

The contents of the text messages do not constitute advice and you should not rely on upon the text messages in making any health related decision.