

## **Quinn Healthcare Movers App User Agreement**

### **1. Use of the Quinn Healthcare Movers App**

#### **a. Creating an Account**

Full use of the Quinn Healthcare Movers App (sometimes referred to as the “Application” or “App”) requires that you create an account by providing us with information such as your full name, username, valid email address, as well as a strong password. You are responsible for all activity that occurs in association with your account. Quinn Healthcare is not liable for any loss or damages caused by your failure to maintain the confidentiality of your account credentials. If you discover or suspect any security breach related to your account, please notify Quinn Healthcare IT support.

#### **b. Posting Your Content on the Quinn Healthcare Movers App**

The Quinn Healthcare Movers app may enable you to post, upload, store, share, send, or display photos, images, video, data, text, music, exercise regimens, food logs, recipes, comments, and other personal health information (“Your Content”) to and via the Quinn Healthcare Movers application. By using the Application, you consent to the collection, use, and sharing of your information as described herein.

You retain all rights to Your Content that you post to the Quinn Healthcare Movers App. By making Your Content available on or through the Quinn Healthcare Movers application you hereby grant to Quinn Healthcare a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, publicly display, publicly perform, reproduce, translate, create derivative works from, and distribute your Content, in whole or in part, including your username and likeness, in any media. You are responsible for Your Content. You represent and warrant that you own Your Content or that you have all rights necessary to grant us a license to use Your Content as described in these terms.

You represent and warrant that Your Content, the use and provision of Your Content on the Quinn Healthcare Movers application, and your use of the Quinn Healthcare Movers application will not (a) infringe, misappropriate, or violate a third party’s patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy; (b) violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (c) be fraudulent, false, misleading, or deceptive; (d) be defamatory, obscene, pornographic, vulgar, or offensive; (e) promote discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (f) be violent or threatening or promote violence or actions that are threatening to any person or entity; or (g) promote illegal or harmful activities or substances.

You further agree not to (1) upload any content that contains software viruses or is designed to interrupt, destroy, or limit the functionality of any equipment or services, or that contains other harmful disruptive, or destructive files or content; (2) use or attempt to use another user’s account without authorization, or impersonate any person or entity; (3) harvest, solicit, or collect

information of other users for any reason whatsoever, including, without limitation, for sending unsolicited communications; (4) post, advertise, or promote products or services commercially, or upload any content that is advertising, promotional material, junk mail, spam, or a contest or sweepstake, or that furthers or promotes criminal activity, or (5) use the Quinn Healthcare Movers application in any manner that, in our sole discretion, is objectionable or restricts or inhibits any other person from using or enjoying the Quinn Healthcare Movers application, or which may expose us or our users to any harm or liability of any type.

Quinn Healthcare may, in its sole discretion, alter, remove, or refuse to display any of Your Content, and may forbid you from posting, uploading, storing, sharing, sending, or displaying Your Content to and via the Quinn Healthcare Movers App.

### **c. Quinn Healthcare's Rights**

“Quinn Healthcare’s Content” includes any photos, images, graphics, video, audio, data, text, music, exercise regimens, food logs, recipes, comments, software, works of authorship of any kind, and other information, content, or other materials that are posted, generated, provided, or otherwise made available through the Quinn Healthcare Movers App. Quinn Healthcare’s Content, the Application, and its underlying technology are protected by copyright, trademark, patent, intellectual property, and other laws of the United States. We reserve all rights not expressly set forth in these Terms. You agree not to remove, change, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Quinn Healthcare Movers Application. Our logos and any other Quinn Healthcare trademarks that may appear on the Application, and the overall look and feel of the Application, including page headers, graphics, icons, and scripts, may not be copied, imitated, or used, in whole or in part, without prior written permission. Other trademarks, product, and service names and company names or logos mentioned on the Application are the property of their respective owners and may not be copied, imitated, or used, in whole or in part, without the permission of the applicable trademark holder.

### **d. What You Can Do on the App**

The Quinn Healthcare Movers App is intended for your personal, non-commercial use. The application grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to (1) access and use the Application, (2) access and view the Application’s content, and (3) access and use the software provided by the Application. This license is provided solely for your personal, non-commercial use and enjoyment of the Application as permitted in these Terms.

You will not use, sublicense, copy, adapt, modify, translate, disclose, prepare derivative works based upon, distribute, license, sell, rent, lease, assign, transfer, publicly display, publicly perform, transmit, broadcast, or otherwise exploit the Application’s content, service, or any portion thereof (including any third-party software), except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Quinn Healthcare or its licensors, except for the licenses and rights expressly granted in these Terms.

Except to the extent permitted by law, you may not perform, attempt to perform, or encourage or assist others in performing any of the following while accessing or using the Application: (1) use, display, mirror, or frame the Application or any individual element within the Application, including the layout and design of any page, without Quinn Healthcare’s express written consent; (2) use Quinn Healthcare’s name, any Quinn Healthcare trademark or logo, or any Quinn Healthcare proprietary information without Quinn Healthcare’s express written consent; (3) access or tamper with non-public areas of the Application, computer systems, or the technical delivery systems of the Application’s providers; (4) test the vulnerability of any Quinn Healthcare system or breach any security or authentication measures; (5) circumvent any technological measure implemented by Quinn Healthcare or any of its providers or any other third party (including another user) to protect the Application’s service; (6) access the Quinn Healthcare Mover’s application or content through the use of any mechanism other than through the use of an authorized connection; or (7) modify, decompile, disassemble, reverse engineer, tamper with, or otherwise attempt to derive the source code of any software that Quinn Healthcare provides to you or any other part of the application.

#### e. What Information We Collect

When you use the Application, we may collect information about you to include:

- **Contact Information** such as your name, email address, and phone number
- **Demographic Information** such as your age, gender, state of residence, and race
- **Medical history and information** such as your height/weight, calorie intake, exercise regimen, water intake, prior medical diagnosis and testing, current and previous use of certain medications, certain family history, and health habits. This information may be collected through in-app surveys or other health surveys that you may be asked to complete.
- **Technical data** which in many cases is non-personal information, i.e., data in form that does not, on its own, permit direct association with any specific individual. Technical data includes, for example, information about your app usage (e.g., when an App was first launched), app version and installation ID, device identifier, and technical data about your device, such as operating system and model.

Quinn Healthcare takes the security of your personal information seriously. Thus, it has implemented reasonable measures to keep your information safe. However, Quinn Healthcare cannot guarantee total confidentiality. By using the application, you agree to share your daily health data/information with the staff, employees, and contractors of Quinn Healthcare. You also acknowledge and agree to share your visible health data with “buddies” whom you accept. Quinn Healthcare’s staff, employees, and contractors may monitor any content you share on the Application including private messages.

You may decide to stop using the application at any time. However, we may not delete the information that we have already collected and may continue to use it, but we will stop receiving

any new data about you and will stop contacting you except in the case of serious, actionable medical need.

Our application is not intended for children under the age of 13 or equivalent minimum age in the relevant jurisdiction. If we learn that we have collected the personal information of a child under 13, we will take steps to delete the information as soon as possible.

#### **f. Our Enforcement Rights**

We reserve the right (but are not required) to remove or disable access to the Quinn Healthcare Mover's App, content, or Your Content at any time and without notice, and at our sole discretion, if we determine that the Application's content, Your Content, or your use of the Application is objectionable or in violation of these Terms. We have the right to investigate violations of these Terms and any conduct that affects the Application's service, and in response may take any action we may deem appropriate.

#### **g. Use the Quinn Healthcare Movers App at Your Own Risk**

If you rely on any Quinn Healthcare Movers App's content, you do so solely at your own risk.

Our goal is to provide helpful and accurate information on the Application, but we make no endorsement, representation, or warranty of any kind about any content, information, or services. The accuracy of the data collected and presented through the Application is not intended to match that of medical devices or scientific measurement devices.

We are not responsible for the accuracy, reliability, availability, effectiveness, or correct use of the information you receive through the Application. Quinn Healthcare and the Application may change from time to time or vary by geographic location. Maps, directions, and other GPS or navigation data, including data relating to your current location, may be unavailable, inaccurate, or incomplete.

Use of the Application should not replace your good judgment and common sense. Please read and comply with all safety notices that accompany your use of the App.

#### **h. Consult Your Doctor Before Using the Quinn Healthcare App**

The App is not intended to diagnose treat, cure, or prevent any disease. If you have a medical or heart condition, consult your doctor before using the Application, engaging in an exercise program, or changing your diet. If you experience a medical emergency, stop using the App and consult a medical professional. We are not responsible for any health problems that may result from training programs, consultations, products, or events you learn about through the Application, you agree that you do so at your own risk and are voluntarily participating in these activities.

#### **i. DMCA/Copyright Policy**

Quinn Healthcare respects the intellectual property of others and expects its users to do the same. It is Quinn Healthcare’s policy, in appropriate circumstances and at our discretion, to disable or terminate the accounts of users who repeatedly infringe the rights of copyright holders.

#### **j. Feedback and Submissions Policy**

If you submit comments, ideas, or feedback to us, you agree that we can use, disclose, reproduce, distribute, and exploit them without any restriction or compensation to you. We do not waive any rights to use similar or related ideas or feedback previously known to us, developed by Quinn Healthcare, or obtained from sources other than you.

#### **k. Alerts and Notifications**

As part of your use of the Application, you may receive notifications, text messages, alerts, emails, and other electronic communications. You agree to the receipt of these communications. We may need to provide you with certain communications, such as service announcements and administrative messages. You are responsible for any messaging or data fees you may be charged by your wireless carrier. Any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that the communication be in writing.

#### **l. Third-Party Services**

The App may display or permit linking or other access to or use of third-party content, promotions, websites, apps, services, and resources (collectively “Third-Party Services”) that are not under Quinn Healthcare’s control. This may include the opportunity for you to link your Quinn Healthcare Mover’s account, data, or service with Third-Party Services. We provide these links only as a convenience and are not responsible for the products, services, or other content that are available from Third-Party Services. You acknowledge that any Third-Party Services that you use in connection with the Application are not part of the Quinn Healthcare Movers service and are not controlled by Quinn Healthcare, and you take sole responsibility and assume all risk arising from your interaction with or use of any Third-Party Services. You also acknowledge that these Terms and the Quinn Healthcare Privacy Policy do not apply to any Third-Party Services. You are responsible for reading and understanding the terms and conditions and privacy policy that applies to your use of any Third-Party Services.

#### **m. Changes to the Application**

Quinn Healthcare may change or discontinue, temporarily or permanently, any feature, component, or content of the Application at any time without notice. Quinn Healthcare is not liable to you or to any third party for any modification, suspension, or discontinuance of any feature, component, or content of the Application. We reserve the right to determine the timing and content of software updates, which may be automatically downloaded and installed without prior notice to you.

#### **n. Termination**

We reserve the right to suspend or deactivate your account or your access to certain aspects of or all of the Application's service, or to terminate these Terms, at our sole discretion, at any time and without notice or liability to you. Upon any such suspension, deactivation, or termination, we may delete or remove Your Content and other information related to your account. You may close your account at any time. Upon any termination of these Terms or suspension, termination, or discontinuation of the Application or your account the provisions of these Terms will survive.

**o. Disclaimers**

THE QUINN HEALTHCARE MOVERS APPLICATION AND CONTENT IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES ARISING OUT OF OR RELATED TO THESE TERMS OR THE APPLICATION'S SERVICE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OR TRADE. We make no warranty that the App or its content will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, or reliability of the Application or any of its content.

**p. Indemnity**

You will indemnify and hold harmless Quinn Healthcare or its officers, directors, employees, affiliates, agents, licensors, and contractors from and against any claims, suits, actions, demands, disputes, allegations, or investigations brought by any third party, governmental authority, or industry body, and all liabilities, damages, losses, costs, and expenses, including without limitation reasonable attorneys' fees, arising out of or in any way connected with (1) your access to or use of the Application; (2) Your Content; (3) your breach or alleged breach of any warranties made by you hereunder or your violation of any other provision of these terms; or (4) your violation of any law or the rights of a third-party. We reserve the right to assume control of the defense of any third-party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

**q. Limitation of Liability**

NEITHER QUINN HEALTHCARE, ITS SUPPLIERS, OR LICENSORS, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE APPLICATION OR ITS CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER OR PHONE DAMAGE, OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE APPLICATION'S SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT QUINN HEALTHCARE HAS BEEN INFORMED OF

THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL QUINN HEALTHCARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE APPLICATION EXCEED THE AMOUNTS YOU HAVE PAID TO QUINN HEALTHCARE FOR USE OF THE APPLICATION'S SERVICE OR FIFTY DOLLARS (\$50), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO QUINN HEALTHCARE, AS APPLICABLE.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN QUINN HEALTHCARE AND YOU.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### **r. Dispute Resolution**

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH US AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

You agree that any dispute between you and Quinn Healthcare arising out of or relating to these Terms or the Quinn Healthcare Movers App (collectively "Disputes") will be governed by the arbitration procedure outlined below.

**Governing Law:** Except as otherwise required by applicable law, the Terms and the resolution of any Disputes shall be governed by and construed in accordance with the laws of the State of Mississippi without regard to its conflict of laws principles.

**Informal Dispute Resolution:** We want to address your concerns without needing a formal legal case. Before filing a claim against Quinn Healthcare or the Quinn Healthcare Movers application, you agree to try to resolve the Dispute informally by contacting Quinn Healthcare. We will try to resolve the Dispute informally by contacting you through email. If a dispute is not resolved within 30 days after submission, you or Quinn Healthcare may bring a formal proceeding.

**We both agree to Arbitrate:** You and Quinn Healthcare agree to resolve any Disputes through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

**Opt-out Agreement to Arbitrate:** You can decline this agreement to arbitrate by contacting Quinn Healthcare within 30 days of first accepting these Terms and stating that you (include your first and last name) decline this arbitration agreement.

**Arbitration Procedures:** The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in the United States county where you live or work, Ridgeland, Mississippi, or any other location we agree to.

**Arbitration Fees:** The AAA rules will govern payment of all arbitration fees. Quinn Healthcare will pay all arbitration fees for claims less than \$10,000.

**Exceptions to Agreement to Arbitrate:** Either you or Quinn Healthcare may assert claims, if they qualify, in small claims court in Madison County, Mississippi. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Quinn Healthcare Movers App or infringement of intellectual property rights (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

**No class actions:** You may only resolve Disputes with Quinn Healthcare on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed under our agreement.

**Judicial Forum for Disputes:** Except as otherwise required by applicable law, in the event that the agreement to arbitrate is found not to apply to you or your claim, you and Quinn Healthcare agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Madison County, Mississippi. Both you and Quinn Healthcare consent to venue and personal jurisdiction there. We both agree to waive our right to a jury trial.

**Limitation on Claims:** Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Application must be filed within one (1) year after such claim or cause of action arose, or else that claim or cause of action will be barred forever.

## **2. General Terms**

Except as otherwise stated herein, these Terms constitute the entire and exclusive understanding and agreement between Quinn Healthcare and you regarding the Application, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Quinn Healthcare and you regarding the App and its content.

We will notify you before we make material changes to these Terms and give you an opportunity to review the revised Terms before continuing to use the Application. When you use the Application after a modification becomes effective, you are telling us that you accept the modified terms.

If for any reason a court of competent jurisdiction finds any provision of these terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect.

You may not assign, delegate, or transfer these Terms, by operation of law or otherwise, without Quinn Healthcare's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Quinn Healthcare may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

Any notices or other communications provided by Quinn Healthcare under these Terms, including those regarding modifications to these Terms, will be given: (1) via email or (2) by posting to the App. For notices made by e-mail, the date of receipt on the message will be deemed the date on which such notice is transmitted.

Quinn Healthcare's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Quinn Healthcare. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

### **3. Contact Us**

Please contact us if you have any questions about these terms. You may contact us at our mailing address below:

**Quinn Healthcare, PLLC**  
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