



Terms of Use

Effective Date: July 31, 2025

Welcome and thank you for your interest in Texas Macula & Retina, PLLC's ("**Practice**", "**We**" "**Us**") website located at <https://texasmr.com/> ("**Website**"), as it may be updated, relocated, or otherwise modified from time to time. These Terms of Use ("**Terms of Use**") establish the terms and conditions that apply to you when you use any aspect of the Website.

The purpose of the Website is to facilitate communications between you and Practice. Any interactions between you and Practice are facilitated through third party website, software, and/or other technology ("**Third Party Site**") that Practice does not control, own, or operate.

Any information collected by the Website is governed by Practice's Privacy Policy. Nothing in these Terms of Use or on the Website constitutes an offer, promise of employment, or other relationship. Please note that we may or may not review all or any information submitted to us through the Website or through any other means.

The terms of these Terms of Use will govern any software and services updates, enhancements, and upgrades that replace and/or supplement the Website. You agree to comply with all terms, conditions, and restrictions set forth in these Terms of Use. You acknowledge that any use of the Website not in compliance with these Terms of Use may be prosecuted under the full extent of the law. "**You**" and "**your**" means you, as an individual as identified by you during registration.

PLEASE READ THESE TERMS OF USE CAREFULLY IN THEIR ENTIRETY BEFORE USING THE WEBSITE. IF YOU DO NOT AGREE TO BE BOUND THESE TERMS OF USE, PLEASE DO NOT USE THE WEBSITE. THESE TERMS OF USE CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT PRACTICE'S LIABILITY TO YOU. BY USING THE WEBSITE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS OF USE, THE PROVISIONS, DISCLOSURES, AND DISCLAIMERS SET FORTH IN THESE TERMS OF USE ARE FAIR AND REASONABLE, AND YOUR AGREEMENT TO FOLLOW AND BE BOUND BY THESE TERMS OF USE IS VOLUNTARY AND IS NOT THE RESULT OF FRAUD, DURESS, OR UNDUE INFLUENCE EXERCISED UPON YOU BY ANY PERSON OR ENTITY.

1. **Permitted Uses and Reservations.** Subject to your compliance with the terms of these Terms of Use, Practice grants you a limited, non-exclusive, nontransferable right during the Term to access and use the Website for your personal use only. Practice reserves all rights not expressly granted to you under these Terms of Use. Except as expressly set forth in these Terms of Use, you will not distribute or otherwise make available the Website, or any portion of the foregoing, in any form to any third party.

2. **User Accounts.** To establish a patient portal account ("**User Account**") along with user ID(s) and password(s) ("**Login Information**") and pay your bills, you will be redirected to a Third Party Site. If you have any questions or concerns about creating a User Account, please contact Practice. You will employ the security measures necessary to prevent unauthorized users from accessing the Website and your Login Information. You are solely responsible for the maintenance of your Login Information and your User Account. You accept sole responsibility for, and will be liable for all access to the Website in connection with your Login Information and User Account. You will inform all authorized persons who are given access by you to the Website that such materials are confidential. Without the prior written consent and such third party entering into a written agreement with Practice, you will not utilize the services of any third party to assist you in using the Website. You will be responsible for all activities that occur under or in connection with your User Account and Login Information. If you are an Entity, only your bona fide employees, duly authorized agents and representatives may use the Website under your User Account and these Terms of Use applies to all of your employees, representatives, agents, and any other person or entity that accesses the Website through your User Account.

3. **Appointment Scheduling.** You agree to provide current, accurate, and complete information required to schedule an appointment, and at other points as may be required in the course of using the Website (“**Registration Data**”). You must have a valid email address and phone number to schedule an appointment online. Further, you agree to maintain and update your Registration Data as required to keep it current, accurate, and complete. You agree that Practice may store and use the Registration Data you provide for use in maintaining your User Account. Practice has the right to confirm or otherwise verify or check, in its sole discretion, the truth and accuracy of any registration information at any time. Verification of your registration information, specifically, your name and/or address, against a third party database may be considered to constitute a “credit check” under certain laws. Practice is not making, as part of the registration process, and will not otherwise make, any type of inquiry to any third party regarding any individual’s credit history and personal financial information without first obtaining such individual’s express authorization to do so. Practice may terminate your rights to any part of or the entire Website if any information you provide is false, incomplete or inaccurate.

4. **Messaging and Data Fees.** While there may not be fees associated with your use of the Website, you acknowledge and agree that you are subject to standard text messaging and data use rates set by your telecommunications carrier that are used in connection with the Website.

5. **Medical Disclaimers.**

a. You acknowledge and agree that the duly licensed medical personnel will be solely responsible for and will have complete authority, responsibility, supervision, and control over the provision of all medical services and other professional health care services performed, and that all diagnoses, treatments, procedures, and other professional health care services provided (collectively, “**Medical Services**”) will be provided and performed exclusively by or under the supervision of the duly licensed medical personnel, in its sole discretion, in accordance with all applicable laws.

b. Use of the Website and/or any information or content that is included on or transmitted through the Website or a Third-Party Site is not intended to and will not create any healthcare provider/patient relationship of any kind involving Practice or its affiliates.

c. Any content available on or through the Website is for informational purposes only and is not a substitute for the professional judgment of a healthcare professional in diagnosing and treating patients. Neither the content nor any other service offered by or through the Website is intended to be substituted for medical diagnosis or treatment. The Website may include content provided by third parties. All statements and/or opinions expressed in these materials, other than the content provided by Practice, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Practice. Your reliance upon any information obtained or used by you is solely at your own risk. Practice is not responsible for the accuracy of any information or content provided by third parties. You are responsible for verifying the accuracy of any information you send or receive through the Website. IF YOU HAVE AN EMERGENCY, DO NOT USE THE WEBSITE TO CONTACT PRACTICE OR ITS AFFILIATES – YOU SHOULD IMMEDIATELY CALL 911 AND REQUEST EMERGENCY CARE ASSISTANCE.

d. Practice will not be liable in any way to you for any decision you make or any actions that occur in connection with the use of the Website or a Third-Party Site. Practice will not be liable or responsible in any way for any injury resulting therefrom, or for any other injury resulting from the use of the Website whatsoever.

e. Practice makes the Website available as a service to consumers for the purposes of providing an informative resource on its services. The timeliness and accuracy of any or all content is not guaranteed. Neither the authors, Practice, nor any other party who has been involved in the preparation or publication of any content can assure you that such content is in every respect accurate or complete, and they are not responsible for any errors or omissions or for the results obtained from the use of such content.

6. **Actions Prohibited.** You agree not to use the Website to do any of the following:

a. Scan, probe, or test the vulnerability of the Website or any service connected to the Website, nor breach the authentication or security measures on the Website or any network connected to the Website;

b. Trace, seek to trace, reverse look-up any information on any other user of or visitor to the Website, or any other customer of Practice, including any Practice account not owned by you, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Website;

c. Attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server of Practice, or to any of the services offered on or through the Website, by hacking, password “mining” or any other illegitimate means;

d. Use any “spider,” “robot,” “deep-link,” “page-scrape,” or other automatic device, program, methodology or algorithm, or any similar or equivalent manual process, to acquire, access, copy or monitor any portion of the Website, or in any way reproduce or circumvent the navigational structure or presentation of the Website, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website;

e. Use any software, device, or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person’s use of the Website;

f. Take any action, intentionally or unintentionally, that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or the systems or networks of Practice, or any systems or networks connected to Practice or the Website;

g. Use the Website for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Practice or others;

h. Transmit or communicate any data that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of another’s privacy, hateful or racially, ethnically or otherwise objectionable;

i. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

j. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any data transmitted to other parties;

k. Transmit, access or communicate any data that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements), or any data that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

l. Transmit or communicate any data that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or any telecommunications equipment;

m. Interfere with service to any user of the Website, host or network, including, without limitation, via means of submitting a virus to the Website, overloading, “flooding”, “spamming”, “mail bombing” or “crashing” or otherwise interfere with or disrupt or circumvent the Website;

n. Violate any applicable local, state, national or international law, including securities exchange and any regulations, requirements, procedures or policies in force from time to time relating to the Website;

o. Monitor traffic or make search requests in order to accumulate information about individual users or collect or store personal data about other users; or

p. Modify, delete, or damage any information contained on the personal computer of any Website user.

7. **Third Party Links.** Any third party services provided, made available, linked to, or otherwise accessible through the Website are provided solely as a convenience to you and not under the control of Practice. Practice does not endorse, recommend, or otherwise make any representations or warranties with respect to any third party services. Practice does not have any responsibility or liability to you for any third party links which you access and you use it at your own risk.

8. **Ownership and Title.** All title to and the rights in the Website, including ownership rights to patents (registrations, renewals, and pending applications), copyrights, trademarks, service marks, domain names, trade dress, trade secrets, Practice's or third party other technology, any derivatives of and all goodwill associated with the foregoing is the exclusive property of Practice and/or third parties.

9. **Reverse Engineering.** You agree not to reverse engineer, decompile, or disassemble the Website or any aspect of the Website, except where applicable law permits it despite this limitation. Further, you agree not to alter, duplicate, modify, rent, lease, loan, sublicense, make copies, create derivative works from, distribute or provide others with the Website, in whole or part, or transmit or communicate the Website over a network or to any third party.

10. **Trademarks.** Trademarks, service marks, graphics and logos used in connection with the Website are the trademarks of their respective owners. You are not granted any right or license with respect to any of the trademarks mentioned above and any use of such trademarks.

11. **Export Law Assurances.** You may not use or otherwise export or re-export the Website except as authorized by United States law and the laws of the jurisdiction in which the Website is accessed. In particular, but without limitation, the Website may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons' List or Entity List. By using the Website, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list and that you will comply will all applicable laws.

12. **Representations & Warranties.** You represent, warrant, and covenant to Practice the following: (a) all information you provide to Practice as part of the registration process or otherwise will be truthful, accurate and complete, irrespective of any independent verification or other determination made by Practice ; (b) you own or control the necessary rights and authority to grant the rights, and permissions made under these Terms of Use, and that the exercise of such rights, licenses and permissions by Practice will not violate or otherwise infringe the rights of any third party; (c) you have the full authority to act on behalf of any and all owners of any right, title or interest in and to your information that you provide to Practice; (d) these Terms of Use have been duly and validly authorized, accepted, agreed to, and delivered by you (or your authorized representative) and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with these Terms of Use; and (e) the performance by you of these Terms of Use and your use of the Website does not and will not conflict with or violate (1) any law, rule, regulation, order, judgment, decree, agreement, instrument, or obligation applicable to you, or (2) if you are an Entity, any provision of your organizational or governing documents.

13. **Disclaimer of Warranties.** THE WEBSITE AND THIRD PARTY SITES ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, AND IMPLIED

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRACTICE, ITS LICENSORS, AND SUPPLIERS MAKE NO WARRANTY, REPRESENTATION, OR GUARANTY: (1) AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS, RELEVANCE, OR COMPLETENESS OF ANY CONTENT; (2) AS TO ANY INFORMATION OFFERED OR PROVIDED WITHIN OR THROUGH THE WEBSITE; OR (3) THAT THE WEBSITE MAY BE RELIED UPON FOR ANY REASON, WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECTS CAN OR WILL BE CORRECTED. FURTHER, YOUR USE OF THE WEBSITE AND ANY THIRD PARTY WEBSITES IS AT YOUR OWN RISK. PRACTICE DOES NOT WARRANT THAT THE WEBSITE OR THIRD PARTY WEBSITES WILL MEET YOUR SPECIFIC REQUIREMENTS. TO THE EXTENT THAT PRACTICE MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

14. **Limitation of Liability.** EXCEPT WHERE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES WILL PRACTICE BE LIABLE TO YOU OR ANY OTHER PERSON FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, COSTS, EXPENSES OR LOSSES OR LOST PROFITS IN CONNECTION WITH THE WEBSITE OR OTHERWISE RELATED TO THESE TERMS OF USE. THE PROVISIONS OF THESE TERMS OF USE WILL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, AND EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. PRACTICE WILL NOT BE LIABLE FOR ANY FAILURE TO PERFORM ITS OBLIGATIONS UNDER THESE TERMS OF USE BECAUSE OF CIRCUMSTANCES BEYOND ITS CONTROL, WHICH CIRCUMSTANCES INCLUDE NATURAL DISASTER, TERRORISM, THIRD PARTY LABOR DISPUTES, WAR, DECLARATIONS OF GOVERNMENTS, TRANSPORTATION DELAYS, FAILURE OF HARDWARE, EQUIPMENT, OR TELECOMMUNICATIONS FAILURE. PRACTICE WILL NOT BE LIABLE FOR ANY FAILURE TO PERFORM ITS OBLIGATIONS UNDER THESE TERMS OF USE BECAUSE OF MISUSE OF THE PLATFORM, WEBSITE, OR THIRD PARTY SERVICES. PRACTICE'S TOTAL CUMULATIVE LIABILITY FOR ALL MATTERS ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE SUM OF ALL AMOUNTS PAID BY YOU DURING THE 12-MONTH PERIOD PRECEDING THE CAUSE WHICH GAVE RISE TO SUCH DAMAGES. THESE TERMS OF USE WILL BE GIVEN FULL EFFECT EVEN IN THE EVENT THAT ANY EXCLUSIVE REMEDY PROVIDED HAS FAILED OF ITS ESSENTIAL PURPOSE. THE PARTIES ACKNOWLEDGE THAT THE TERMS OF THESE TERMS OF USE REFLECT THE ALLOCATION OF RISK SET FORTH IN THESE TERMS OF USE AND THAT THE PARTIES WOULD NOT ENTER INTO THESE TERMS OF USE WITHOUT THESE LIMITATIONS OF LIABILITY.

15. **Indemnification.** YOU WILL INDEMNIFY, DEFEND, AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL DIRECT AND THIRD PARTY CLAIMS AND LOSSES ARISING FROM OR ATTRIBUTABLE TO (1) YOUR BREACH OF ANY OF YOUR REPRESENTATIONS, WARRANTIES, COVENANTS, OR OTHER AGREEMENTS MADE UNDER THESE TERMS OF USE; (2) ANY CLAIMS BY OR DISPUTES RELATED TO YOUR USE OF THE WEBSITE BETWEEN YOU AND ANY THIRD PARTY; (3) ANY DATA YOU PROVIDE TO THE WEBSITE OR OTHERWISE TRANSMIT USING THE WEBSITE; AND (4) THE PROVISION OF ANY AND ALL MEDICAL SERVICES IN CONNECTION WITH YOUR USE OF THE WEBSITE AND OTHERWISE. YOU WILL FURTHER INDEMNIFY, DEFEND, AND HOLD HARMLESS, WAIVE AND FULLY RELEASE PRACTICE FROM AND AGAINST ANY AND ALL DIRECT AND THIRD PARTY CLAIMS AND LOSSES ARISING FROM OR ATTRIBUTABLE TO ANY DISPUTES BY OR BETWEEN YOU AND ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR MEDICAL PROVIDERS.

a. **Procedures.** The Indemnitee will give you written notice of any Claim for which indemnification is sought. However, failure to provide such notice will not relieve you from your liability or obligations under these Terms of Use, except to the extent you are materially prejudiced as a direct result of such failure. The Indemnitee will cooperate with you at your expense in connection with the defense and settlement of the Claim. You may not settle any indemnified Claim in a manner that adversely affects the Indemnitee without

its prior written consent. Further, the Indemnatee may participate in the defense of the Claim through counsel of its own choosing at its own cost and expense. If you fail to promptly assume the defense and employ counsel reasonably satisfactory to Indemnatee, or the Indemnatee has been advised by counsel that there exist actual or potential conflicting interests between you or your counsel and such Indemnatee, the Indemnatee may employ separate counsel, in addition to local counsel, to represent or defend such Indemnatee in such action or proceeding, and you agree to pay the fees and disbursements of such separate counsel as incurred. To the extent indemnification requires the payment of monies owed, such indemnification will occur as soon as reasonably possible after the determination of monies owed, and payment to the Indemnatee will be made within 30 days of a final determination of monies owed. Your obligations under this Agreement are in addition to any rights that any Indemnatee may have at common law or otherwise.

b. **Defined Terms.** “**Claim**” means each and every claim, request, accusation, allegation, assertion, complaint, petition, demand, suit, action, proceeding, and cause of action of every kind and description. “**Indemnatee**” means Practice, its affiliates, and its and their respective officers, directors, shareholders, managers, members, agents, employees, representatives, successors, and/or assigns. “**Loss**” means each and every liability, loss, damage, and injury (including injury or damage to any property right, and injury, damage, or death to any person), wound, wrong, hurt, harm, expense, deficiency, diminution in value, obligation, expenditure and disbursement of any kind or nature (including all fees, costs, and expenses of investigation, travel expenses, and value of time expended by personnel), settlement, fine, fee, cost, cost of court, and all expenses of litigation (including reasonable attorneys’ fees) incident to any of the foregoing.

16. **Release.** IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE USERS OF THE WEBSITE FOR ANY REASON, YOU RELEASE PRACTICE (AND ITS OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURES AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE § 1542, WHICH PROVIDES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

17. **Term and Termination.** These Terms of Use commence when you first access the Website and continue until your right to access and use the Website under these Terms of Use is otherwise terminated in accordance with these Terms of Use (“**Term**”). You may terminate your use of the Website. Practice may suspend or terminate your access to and use of the Website as follows: (1) upon notice to you if you breach any other term of these Terms of Use; or (2) upon notice (if reasonably practicable) in the event of a security breach or other technical issue related to the Website. Failure to abide by these Terms of Use is a material breach of these Terms of Use for which Practice may pursue all rights and remedies it has pursuant to these Terms of Use, and any other rights and remedies it may have at law or in equity. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice and will cause irreparable harm to Practice, for which monetary damages would be inadequate, and you consent to Practice obtaining any injunctive or equitable relief that Practice deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies that Practice may have at law or in equity. You agree that Practice may, in its sole discretion and without prior notice, terminate your access to the Website for violations of these Terms of Use or other agreements or guidelines which may be associated with your use of the Website or Practice deems it necessary in its sole discretion.

18. **General Provisions.**

a. **Entire Agreement.** These Terms of Use contain the entire understanding of you and Practice with respect to the subject matter of these Terms of Use and supersede all previous verbal and written agreements between the parties concerning the subject matter of these Terms of Use. The Website is the property of Practice. Practice reserves the right to change, add or remove portions of these Terms of Use

at any time and at its sole discretion. Your continued use of the Website following the posting of any changes means that you accept and agree to such changes. It is your responsibility to check these Terms of Use periodically for changes.

b. **Assignment.** These Terms of Use, and any rights or obligations in these Terms of Use, will not be assigned by you without the prior written consent of Practice. Any attempt to assign or transfer these Terms of Use other than in accordance with this provision will be null and void. Subject to the foregoing, these Terms of Use and its terms and provisions inure to the benefit of and are binding upon the parties and their respective successors, heirs, personal representatives, and assigns.

c. **Governing Law.** You agree that all matters relating to your access to or use of the Website, including all disputes, will be governed by the laws of the United States and by the laws of the State of Michigan without regard to its conflicts of law provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Collin County, Texas, and waive any objection to such jurisdiction or venue. These Terms of Use will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

d. **Severability.** The provisions of these Terms of Use are severable. The invalidity, in whole or in part, of any provision of these Terms of Use will not affect the validity or enforceability of any other of its provisions. If one or more provisions of these Terms of Use are declared invalid or unenforceable, the remaining provisions will remain in full force and effect and will be construed in the broadest possible manner to effectuate the purposes of these Terms of Use.

e. **Captions.** The headings and captions of these Terms of Use are inserted for reference convenience and do not define, limit, or describe the scope or intent of these Terms of Use or any particular provision of these Terms of Use. Unless otherwise expressly provided, the words "include(s)," "included," or "including" do not limit the preceding words or terms. Pronouns will refer to the masculine, feminine, neuter, singular, or plural as the context will require.

f. **Authority to Accept the Terms.** You represent that you have full power, capacity and authority to accept these Terms of Use. If you are accepting on behalf of your employer or an Entity, you represent that you have full legal authority to bind your employer or such Entity to these Terms of Use.

g. **Waiver.** The failure or delay of Practice to exercise or enforce any rights or provision of these Terms of Use does not constitute a waiver of such right or provision.

h. **Survival.** All provisions which must survive in order to give effect to their meaning will survive any expiration or termination of these Terms of Use, including without limitation all of your representations, warranties and indemnification obligations, which will survive these Terms of Use for the greater of 4 years or expiration of the applicable statute of limitations.

i. **Eligibility.** You must be at least 13 years of age. You represent and warrant that you are at least 13 years of age, you have not been previously suspended or removed from the Website, you reside in the United States, and you possess the legal right and ability to enter into these Terms of Use. THE WEBSITE IS NOT FOR PERSONS UNDER THE AGE OF 13 OR ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE WEBSITE BY PRACTICE. IF YOU ARE UNDER 13 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE WEBSITE AT ANY TIME OR IN ANY MANNER.

j. **Entity.** If you are using the Website on behalf of an individual, company, entity, or other organization ("**Entity**"), you represent and warrant that (1) you are an authorized representative of the Entity with the authority to bind the Entity to these Terms of Use, (2) agree to be bound by these Terms of Use on behalf of the Entity, and (3) your Entity meets the eligibility requirements for the Website, as set forth in these Terms of Use. Further, you will be solely responsible for ensuring your Entity complies with these Terms of Use.

k. **Force Majeure**. Practice will not be liable for any delay or failure to perform any obligation herein if the delay or failure is due to unforeseen events that are beyond Practice's reasonable control, such as strikes, blockade, war, terrorism, riots, natural disasters, epidemic, or governmental action, in so far as such an event prevents or delays Practice in fulfilling its obligations under these Terms of Use.