

CERTUS OHS / NEXTGENNOW USER AGREEMENT AND PRIVACY POLICY

User Agreement

- 1. INTRODUCTION**
- 2. Purpose**

Certus OHS / NextGenNow's mission is to provide a testing and data storage platform for businesses that require annual testing for occupational health safety to be save time and be more productive and successful.

- 1. Scope and Intent**

You agree that by registering on Certus OHS / NextGenNow, or by using the app or website, including our device or directory search, social or productivity features, mobile applications, premium services, or other information provided as part of the Certus OHS / NextGenNow services (collectively "Certus OHS / NextGenNow" or the "Services"), you are entering into a legally binding agreement with CertusOHS LLC, ("we," "us," "our," and "Certus OHS / NextGenNow") based on the terms of this Certus OHS / NextGenNow User Agreement and the Certus OHS / NextGenNow Privacy Policy, which is hereby incorporated by reference (collectively referred to as the "Agreement") and become a Certus OHS / NextGenNow user ("you", "your", and "User").

If you are using Certus OHS / NextGenNow on behalf of a company or other legal entity, you are nevertheless individually bound by this Agreement even if your company has a separate agreement with us. If you do not want to register an account and become a Certus OHS / NextGenNow User, do not conclude the Agreement, do NOT click join Certus OHS / NextGenNow and do not access, view, download or otherwise use any Certus OHS / NextGenNow webpage, information or services. By joining Certus OHS / NextGenNow you acknowledge that you have read and understood the terms and conditions of this Agreement and that you agree to be bound by all of its provisions. By joining Certus OHS / NextGenNow you also consent to use electronic signatures and acknowledge your registration as one. Please note that the Certus OHS / NextGenNow User Agreement and Privacy Policy are also collectively referred to as Certus OHS / NextGenNow's "Terms of Service."

2. YOUR OBLIGATIONS

3. Applicable laws and this Agreement

- DOs and DON'Ts;
- Complaints Regarding Content Posted on the Certus OHS / NextGenNow App or Website; and
- Certus OHS / NextGenNow's Privacy Policy.

1. License and warranty for your submissions to Certus OHS / NextGenNow

You must comply with all applicable laws, the Agreement, as may be amended from time to time with or without advance notice, and the policies and processes explained in the following sections:

You have control over the information you provide Certus OHS / NextGenNow under this Agreement, and may request its deletion at any time, unless you have shared information or content with others and they have not deleted it, or it was copied or stored by other users. Additionally, you grant Certus OHS / NextGenNow and its registered users a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sub-licenseable, fully paid up and royalty-free right to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, process, analyze, use and commercialize, in any way now known or in the future discovered, any information you provide, directly or indirectly to Certus OHS / NextGenNow, including, but not limited to, any registration data, user generated content, ideas, concepts, techniques or data to the services, you submit to Certus OHS / NextGenNow, without any further consent, notice and/or compensation to you or to any third parties. Any information you submit to us is at your own risk of loss as noted in Sections 2 and 3 of this Agreement.

By providing information to us, you represent and warrant that you are entitled to and have the requisite rights to submit the information and that the information is accurate, not confidential, and not in violation of any contractual restrictions or other third party rights. Except as otherwise provided in this Agreement, Certus OHS / NextGenNow will have no obligations with respect to the information you submit to us. Certus OHS / NextGenNow hereby grants you a non-exclusive, non-transferable license to re-use or republish your own contributions made to the Certus OHS / NextGenNow site in its original or derivative form for republication elsewhere, such as in journals or other professional publications. This license is restricted to your own contributions and does

not grant you rights to republish the contributions or postings of other Certus OHS / NextGenNow members. Certus OHS / NextGenNow shall be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever including, but not limited to, developing, manufacturing, and marketing products and services incorporating such information. It is your responsibility to keep your Certus OHS / NextGenNow profile information accurate and updated.

1. Service Eligibility

To be eligible to use the Service, you must meet the following criteria and represent and warrant that you: (1) are 18 years of age or older; (2) a certified U.S. physician, audiologist, medical student, CAOHC certified or other health care professional (3) are not currently restricted from the Services, or not otherwise prohibited from having a Certus OHS / NextGenNow account, (4) are not a competitor of Certus OHS / NextGenNow or are not using the Services for reasons that are in competition with Certus OHS / NextGenNow; (5) will only maintain one Certus OHS / NextGenNow account at any given time; (6) have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party; (7) will not violate any rights of Certus OHS / NextGenNow, including intellectual property rights such as copyright or trademark rights; (8) agree to provide at your cost all equipment, software, and internet access necessary to use the Services

1. Sign-In Credentials

You agree to: (1) Keep your login secure and confidential; (2) not permit others to use your login credentials to access your account; (3) refrain from using other Users' accounts; (4) refrain from selling, trading, or otherwise transferring your Certus OHS / NextGenNow account or any information and content of another Certus OHS / NextGenNow user to another party; and (5) refrain from charging anyone for access to any portion of Certus OHS / NextGenNow, or any information therein. Further, you are responsible for anything that happens through your account until you close down your account or prove that your account security was compromised due to no fault of your own. To close your account, please contact [info@Certus OHS / NextGenNow.com](mailto:info@CertusOHS.com).

1. Indemnification

You indemnify us and hold us harmless for all damages, losses and costs (including, but not limited to, reasonable attorneys' fees and costs) related to all third party claims, charges, and investigations, caused by (1) your failure to comply with this Agreement, including, without limitation, your submission of content that violates third party rights or applicable laws, (2) any content you submit to the Services, and (3) any activity in which you engage on or through Certus OHS / NextGenNow.

1. Payment

If you purchase any services that we offer for a fee, either on a one-time or subscription basis ("Premium Services"), you agree to Certus OHS / NextGenNow storing your payment card information. You also agree to pay the applicable fees for the Premium Services (including, without limitation, periodic fees for premium accounts) as they become due plus all related taxes, and to reimburse us for all collection costs and interest for any overdue amounts. Your obligation to pay fees continues through the end of the subscription period during which you cancel your subscription. You may cancel your Premium Services by contacting info@Certus OHS / NextGenNow.com. You also acknowledge that Certus OHS / NextGenNow's Premium Services are subject to this Agreement and any additional terms related to the provision of the Premium Service. All fees and charges are nonrefundable and there are no refunds or credits for partially used periods. All Premium Services, including upgrades and additional messages acquired as part of your Premium account, expire immediately upon cancellation or termination of your Premium account.

1. Notify Us of Acts Contrary to the Agreement

If you believe that you are entitled or obligated to act contrary to this Agreement under any mandatory law, you agree to provide us with detailed and substantiated explanation of your reasons in writing at least 30 days before you act contrary to this Agreement, to allow us to assess whether we may, at our sole discretion, provide an alternative remedy for the situation, though we are under no obligation to do so.

1. Notifications and Service Messages

For purposes of service messages and notices about the Services to you, Certus OHS / NextGenNow may place a banner notice across its screens to alert you to certain changes such as modifications to this Agreement. Alternatively, notice may consist of an email from Certus OHS / NextGenNow to an email address associated with your account, even if we have other contact information. You also agree that Certus OHS / NextGenNow may communicate with you through your Certus OHS / NextGenNow account or through other means including email, mobile number, telephone, or delivery services including the postal service about your Certus OHS / NextGenNow account or services associated with Certus OHS / NextGenNow. You acknowledge and agree that we shall have no liability associated with or arising from your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Service.

1. User-To-User Communication and Sharing

Certus OHS / NextGenNow offers forums and messaging, audio/video calls, where you can communicate with individuals or groups. Any electronic personal health information communicated will be subject to the Business Associate Agreement.

Certus OHS / NextGenNow members can post in forums, send messages, make audio/video calls to contacts; however, Certus OHS / NextGenNow may remove contacts, delete forum posts, groups, or block messaging, calls in its discretion, or remove content from them if the content violates this Agreement or others' intellectual property rights.

Please note that ideas you post and information you share may be seen and used by other Users, and Certus OHS / NextGenNow cannot guarantee that other Users will not use the ideas and information that you share on Certus OHS / NextGenNow. Therefore, if you have an idea or information that you would like to keep confidential and/or don't want others to use, or that is subject to third party rights that may be infringed by your sharing it, do not share it on Certus OHS / NextGenNow. CERTUS OHS / NEXTGENNOW IS NOT RESPONSIBLE FOR A USER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST, UPLOAD, OR TRANSMIT WITHIN CERTUS OHS / NEXTGENNOW.

1. Privacy

You should carefully read our full Privacy Policy before deciding to become a User as it is hereby incorporated into this Agreement by reference, and governs our treatment of any information, including personally identifiable information and electronic personal health information you submit to us. Please note that certain information, statements, data, and content (such as photographs or video) which you may submit to

Certus OHS / NextGenNow forum or groups you choose to join might, or are likely to, reveal your gender, ethnic origin, nationality, age, and/or other personal information about you. You acknowledge that your submission of any information, statements, data, and content to us is voluntary on your part.

1. Contributions to Certus OHS / NextGenNow

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to Certus OHS / NextGenNow through its suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential proprietary or protected health information; (b) Certus OHS / NextGenNow is not under any obligation of confidentiality, express or implied, with respect to the Contributions; Certus OHS / NextGenNow shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) Certus OHS / NextGenNow may have something similar to the Contributions already under consideration or in development; (e) you irrevocably assign to Certus OHS / NextGenNow all rights to your Contributions; and (f) you are not entitled to any compensation or reimbursement of any kind from Certus OHS / NextGenNow under any circumstances.

1. Posted Data

The information and content posted on Certus OHS / NextGenNow is gathered from publicly available data or submitted by Users, and Certus OHS / NextGenNow cannot guarantee the accuracy of such information. Use of Certus OHS / NextGenNow by you is conditioned upon your agreement that all of the information and content, including profile and insurance data, is for informational purposes only and should not be relied upon, and that as User, you agree to hold harmless Certus OHS / NextGenNow and other Users and data suppliers for your use or reliance on such data.

3. YOUR RIGHTS

On the condition that you comply with all your obligations under this Agreement, including, but not limited to, the Do's and Don'ts listed in Section 12, we grant you a limited, revocable, nonexclusive, nonassignable, nonsublicenseable license and right to access the Services, through a generally available web browser, mobile device or application (but not through scraping, spidering, crawling or other technology or software used to access data without the express written consent of Certus OHS / NextGenNow or its Users), view information and use the Services that we provide on Certus OHS / NextGenNow webpages and in accordance with this Agreement. Any

other use of Certus OHS / NextGenNow contrary to our mission and purpose (such as seeking to connect to someone you do not know or to use information gathered from Certus OHS / NextGenNow commercially in each case unless expressly authorized by Certus OHS / NextGenNow) is strictly prohibited and a violation of this Agreement. We reserve all rights not expressly granted in this Agreement, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in Certus OHS / NextGenNow and all related items, including any and all copies made of the Certus OHS / NextGenNow website.

4. OUR RIGHTS AND OBLIGATIONS

5. Services Availability

For as long as Certus OHS / NextGenNow continues to offer the Services, Certus OHS / NextGenNow shall provide and seek to update, improve and expand the Services. As a result, we allow you to access Certus OHS / NextGenNow as it may exist and be available on any given day and have no other obligations, except as expressly stated in this Agreement. We may modify, replace, refuse access to, suspend or discontinue Certus OHS / NextGenNow, partially or entirely, or change and modify prices for all or part of the Services for you or for all our users in our sole discretion. All of these changes shall be effective upon their posting on our site or by direct communication to you unless otherwise noted. Certus OHS / NextGenNow further reserves the right to withhold, remove and or discard any content available as part of your account, with or without notice if deemed by Certus OHS / NextGenNow to be contrary to this Agreement. For avoidance of doubt, Certus OHS / NextGenNow has no obligation to store, maintain or provide you a copy of any content that you or other Users provide when using the Services.

1. Third Party Sites

Certus OHS / NextGenNow may include links to third party web sites ("Third Party Sites") on app, [www.Certus OHS / NextGenNow.com](http://www.CertusOHS.com) and elsewhere. You are responsible for evaluating whether you want to access or use a Third Party Site. You should review any applicable terms and/or privacy policy of a Third Party Site before using it.

Certus OHS / NextGenNow is not responsible for and does not endorse any features, content, advertising, products or other materials on or available from Third Party Sites. Accordingly, if you decide to access Third Party Sites, you do so at your own risk.

1. Disclosure of User Information

You acknowledge, consent and agree that we may access, preserve, and disclose your registration and any other information you provide if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary in our opinion to: (1) comply with legal process, including, but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosures; (2) enforce this Agreement; (3) respond to claims of a violation of the rights of third parties, whether or not the third party is a User, individual, or government agency; (4) respond to customer service inquiries; or (5) protect the rights, property, or personal safety of Certus OHS / NextGenNow, our Users or the public.

Disclosures of User information to third parties other than those required to provide customer support, administer this agreement, or comply with legal requirements are addressed in the privacy policy.

1. Connections and Interactions With Other Users

You are solely responsible for your interactions with other Users. Certus OHS / NextGenNow may limit the number of colleague connections you may have to other Users and may, in certain circumstances, prohibit you from contacting other Users through use of the Services or otherwise limit your use of the Services. Certus OHS / NextGenNow reserves the right, but has no obligation, to monitor disputes between you and other members and to restrict, suspend, or close your account if Certus OHS / NextGenNow determines, in our sole discretion, that doing so is necessary to enforce this Agreement.

You agree that from time to time Certus OHS / NextGenNow may invite or otherwise make you aware of certain educational, promotional or financial opportunities relating to Your Communications and profile.

5. SERVICE DISCLAIMER

Do not rely on Certus OHS / NextGenNow, any information therein, or its continuation. We provide the platform for Certus OHS / NextGenNow and all information and services on an "as is" and "as available" basis. Certus OHS / NextGenNow does not control or vet User generated content for accuracy. We do not provide any express warranties or representations.

To the fullest extent permissible under applicable law, we disclaim any and all implied warranties and representations, including, without limitation, any warranties of merchantability, fitness for a particular purpose, title, accuracy of data, and noninfringement. If you are dissatisfied or harmed by Certus OHS / NextGenNow or anything related to Certus OHS / NextGenNow, you may close your Certus OHS /

NextGenNow account and terminate this agreement in accordance with section 7 ("termination") and such termination shall be your sole and exclusive remedy.

Certus OHS / NextGenNow is not responsible, and makes no representations or warranties for the delivery of any messages (such as messaging, posting on forums or transmission of any other user generated content) sent through Certus OHS / NextGenNow to anyone. In addition, we neither warrant nor represent that your use of the service will not infringe the rights of third parties. Any material, service, or technology described or used on the app or website may be subject to intellectual property rights owned by third parties who have licensed such material, service, or technology to us.

Certus OHS / NextGenNow does not guarantee that the services it provides will function without interruption or errors in functioning. In particular, the operation of the services may be interrupted due to maintenance, updates, or system or network failures. Certus OHS / NextGenNow disclaims all liability for damages caused by any such interruption or errors in functioning. Furthermore, Certus OHS / NextGenNow disclaims all liability for any malfunctioning, impossibility of access, or poor use conditions of the Certus OHS / NextGenNow site due to inappropriate equipment, disturbances related to internet service providers, to the saturation of the internet network, and for any other reason.

6. MEDICAL DISCLAIMER

The contents of Certus OHS / NextGenNow, such as text, graphics, images, video, information obtained from Certus OHS / NextGenNow's licensors, users, employees and other material contained in Certus OHS / NextGenNow ("Content") is for informational and educational purposes only and are not a substitute for the professional judgment of a health care professional in diagnosing and treating patients. Certus OHS / NextGenNow or you are not permitted to advise, diagnose, or otherwise treat users through the services. Neither the content nor any other service offered by or through this site is intended to be for medical diagnosis or treatment. Persons accessing this information assume full responsibility for the use of the information and agree that Certus OHS / NextGenNow is not responsible or liable for any claim, loss, or damage arising from the use of the information. Certus OHS / NextGenNow does not recommend or endorse any specific drugs, tests, physicians, products, procedures, opinions, "off-label" drug uses or other information that may be mentioned on Certus OHS / NextGenNow and Certus OHS / NextGenNow members are required by the "Do's" of these Terms of Use to disclose any such conflicts of interest. Your reliance upon the Content obtained or used by you is solely at your own risk.

Certus OHS / NextGenNow reminds you that the Service is not meant to serve as a substitute for your own professional medical judgment. You should always exercise your professional judgment in evaluating your patients, and should carefully consider any treatment plan. Certus OHS / NextGenNow encourages you to confirm the information made available or otherwise obtained through the Service with other reliable sources before undertaking any treatment. We also encourage you to review from time to time the American Medical Association's Policy for Professionalism in the Use of Social Media at <http://www.ama-assn.org/ama/pub/meeting/professionalism-social-media.shtml>.

7. BUSINESS ASSOCIATE AGREEMENT

The Health Insurance Portability and Accountability Act of 1996 generally requires that covered entities and business associates enter into contracts to ensure that the business associates will appropriately safeguard protected health information. A business associate contract serves to clarify and limit, as appropriate, the permissible uses and disclosures of protected health information by the business associate, based on the relationship between the parties and the activities or services being performed by the business associate. You and Certus OHS / NextGenNow agree to the terms of the business associates agreement relating to any communications of electronic protected health information.

8. LIMITATION OF LIABILITY

Neither Certus OHS / NextGenNow/iExplain LLC nor any employees, shareholders, representatives or directors ("Certus OHS / NextGenNow Affiliates") shall be cumulatively liable for (a) any damages in excess of U.S. \$10, or (b) any special, incidental, indirect, punitive or consequential damages or loss of use, profit, revenue or data to you or any third person arising from your use of the Service, any platform applications or any of the content or other materials on, accessed through or downloaded from Certus OHS / NextGenNow. This limitation of liability is part of the basis of the bargain between the parties and without it the terms and prices charged would be different. This limitation of liability shall:

Apply regardless of whether (1) you base your claim on contract, tort, statute or any other legal theory, (2) we knew or should have known about the possibility of such damages, or (3) the limited remedies provided in this section fail of their essential purpose; and

Not apply to any damage that Certus OHS / NextGenNow may cause you intentionally or knowingly in violation of this Agreement or applicable law, or as

otherwise mandated by applicable law that cannot be disclaimed from in this Agreement.

Not apply if you have entered into a separate agreement to purchase Premium Services with a separate Limitation of Liability provision that supersedes this section in relation to those Premium Services.

9. TERMINATION

10. Mutual Rights of Termination

You may terminate this Agreement, for any or no reason, at any time, with notice to Certus OHS / NextGenNow pursuant to Section 11.B. This notice will be effective upon Certus OHS / NextGenNow processing your notice. Certus OHS / NextGenNow may terminate the Agreement and your account for any reason or no reason, at any time, with or without notice. This cancellation shall be effective immediately or as may be specified in the notice. Termination of your Certus OHS / NextGenNow account includes disabling your access to Certus OHS / NextGenNow and may also bar you from any future use of Certus OHS / NextGenNow.

1. Misuse of the Services

Certus OHS / NextGenNow may restrict, suspend or terminate the account of any User who abuses or misuses the Services or offers competitive services. Misuse of the Services includes inviting to connect other Users whom you do not know or with whom you do not have a medical referral, informational, recruiting or consulting objective authorized by Certus OHS / NextGenNow; abusing the Certus OHS / NextGenNow messaging, audio/video calling services; using the Services commercially without Certus OHS / NextGenNow's authorization, infringing any intellectual property rights, violating any of the Do's and Don'ts listed in Section 12, or any other behavior that Certus OHS / NextGenNow, in its sole discretion, deems contrary to its purpose. In addition, and without limiting the foregoing, Certus OHS / NextGenNow has adopted a policy of terminating accounts of Users who, in Certus OHS / NextGenNow's sole discretion, are deemed to be repeat infringers under the United States Copyright Act.

1. Effect of Termination

Upon the termination of your Certus OHS / NextGenNow account, you lose access to the Services. The terms of this Agreement shall survive any termination, except Sections 3 ("Your Rights") and 4.a-b, and d ("Our Rights and Obligations") hereof.

10. DISPUTE RESOLUTION

11. Law and Forum for Legal Disputes

This Agreement or any claim, cause of action or dispute ("claim") arising out of or related to this Agreement shall be governed by the laws of the state of Kansas regardless of your country of origin or where you access Certus OHS / NextGenNow, and notwithstanding of any conflicts of law principles and the United Nations Convention for the International Sale of Goods. You and Certus OHS / NextGenNow agree that all claims arising out of or related to this Agreement must be resolved exclusively by a state or federal court except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You and Certus OHS / NextGenNow agree to submit to the personal jurisdiction of the courts located within Kansas for the purpose of litigating all such claims. Notwithstanding the above, you agree that Certus OHS / NextGenNow shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

1. Arbitration Option

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction.

11. GENERAL TERMS

12. Severability

If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; and if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected in any way.

1. Notices and Service of Process

In addition to Section 2.h. ("Notifications and Service Messages"), we may notify you via postings on www.Certus OHS / NextGenNow.com or app. You may contact us at info@Certus OHS / NextGenNow.com or via mail or courier at:

Certus OHS LLC
ATTN: Legal Department

Additionally, Certus OHS / NextGenNow accepts service of process at this address. Any notices that you provide without compliance with this section on Notices shall have no legal effect.

1. Entire Agreement

You agree that this Agreement constitutes the entire, complete and exclusive agreement between you and us regarding the Services and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Certus OHS / NextGenNow services, third-party content or third party software.

1. Initial Posting and Amendments to This Agreement

This Agreement will be posted on the www.Certus OHS / NextGenNow.com website. We reserve the right to modify, supplement or replace the terms of the Agreement, effective upon posting at www.Certus OHS / NextGenNow.com or notifying you otherwise. For example, Certus OHS / NextGenNow may present a banner on the site when we have amended this Agreement or the Privacy Policy so that you may access and review the changes prior to your continued use of the site. If you do not want to agree to changes to the Agreement, you can terminate this Agreement at any time per Section 9 (Termination).

1. No Informal Waivers, Agreements or Representations

Our failure to act with respect to a breach of this Agreement by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. Except as expressly and specifically contemplated by the Agreement, no representations, statements, consents, waivers or other acts or omissions by any Certus OHS / NextGenNow Affiliate shall be deemed legally binding on any Certus OHS /

NextGenNow Affiliate, unless documented in a physical writing hand signed by a duly appointed officer of Certus OHS / NextGenNow.

1. No Injunctive Relief

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Service, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services.

1. Assignment and Delegation

You may not assign or delegate any rights or obligations under the Agreement. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, Certus OHS / NextGenNow for any third party that assumes our rights and obligations under this Agreement.

1. Potential Other Rights and Obligations

You may have rights or obligations under local law other than those enumerated here if you are located outside the United States.

12. CERTUS OHS / NEXTGENNOW USER "DOS" and "DON'TS"

As a condition to access Certus OHS / NextGenNow, you agree to this User Agreement and to strictly observe the following DOs and DON'Ts:

1. Do Undertake the Following:

1. Comply with all applicable laws, including, without limitation, state and federal patient privacy laws, intellectual property laws, export control laws, tax laws, and regulatory requirements;
2. Provide accurate information to us and update it as necessary;
3. Review and comply with our Privacy Policy;
4. Review and comply with notices sent by Certus OHS / NextGenNow concerning the Services; and
5. Disclose any potential conflicts-of-interest, such as consultant fees (e.g. promoting "off-label" use) as appropriate; and
6. Use the Services in a professional manner.

1. **Don't Undertake the Following:**

1. Act dishonestly or unprofessionally by engaging in unprofessional behavior by posting inappropriate, inaccurate, or objectionable content to Certus OHS / NextGenNow;
2. Publish inaccurate information in the designated fields on the profile form (e.g., do not include a link or an email address in the specialty field). Please also protect sensitive personal information such as your email address, phone number, street address, or other information that is confidential in nature;
3. Harass, abuse or harm another person, including sending unwelcomed or unauthorized communications to others using Certus OHS / NextGenNow;
4. Upload a profile image that is not your likeness or a head-shot photo;
5. Use or attempt to use another's account without authorization from the user, or create a false identity on Certus OHS / NextGenNow;

Upload, post, email, Message, audio/video call, transmit or otherwise make available or initiate any content that:

1. Falsely states, impersonates or otherwise misrepresents your identity, including but not limited to misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present;
2. Is unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable;
3. Adds to a content field content that is not intended for such field (i.e. submitting a telephone number in the specialty field);
4. Includes information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as private patient information, insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
5. Infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights;
6. Includes any unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of unauthorized communication. This prohibition includes but is not limited to (a) using Certus OHS / NextGenNow invitations to send messages to people who don't know you or who are unlikely to recognize you as a known contact; (b) using Certus OHS / NextGenNow to connect to people who don't know you and then sending unsolicited promotional messages to those direct connections without their permission; and (c) sending messages to distribution lists, newsgroup aliases, or group aliases (d) call connections to harass or advertise;

7. Contains software viruses, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment of Certus OHS / NextGenNow or any User of Certus OHS / NextGenNow;
8. Forges headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the Services; and/or
9. Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found on Certus OHS / NextGenNow (excluding content posted by you) except as permitted in this Agreement or as expressly authorized by Certus OHS / NextGenNow;
10. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to provide the Services, or any part thereof
11. Utilize or copy information, content or any data you view on and/or obtain from Certus OHS / NextGenNow to provide any service that is competitive, in Certus OHS / NextGenNow's sole discretion, with Certus OHS / NextGenNow;
12. Imply or state, directly or indirectly, that you are affiliated with or endorsed by Certus OHS / NextGenNow unless you have entered into a written agreement with Certus OHS / NextGenNow;
13. Adapt, modify or create derivative works based on Certus OHS / NextGenNow or technology underlying the Services, or other Users' content, in whole or part;
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Certus OHS LLC

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For a better experience, while using our Service, we may require you to provide us with certain personally identifiable information, including but not limited to Name, Phone Number, Email, Address, Job title, and Speciality. The information that we request is will be retained by us and our service providers such as delivery partners and used as described in this privacy policy.

The platform may use third party services that may collect information used to identify you.

LOG DATA

We want to inform you that whenever you use our Service, in a case of an error in the app we collect data and information (through third party products) on your phone called Log Data. This Log Data may include information such as your device Internet Protocol (“IP”) address, device name, operating system version, the configuration of the app when utilizing our Service, the time and date of your use of the Service, and

other statistics. We may also log your service, feature usage to better understand your preferences.

COOKIES

Cookies are files with small amount of data that is commonly used an anonymous unique identifier. These are sent to your browser from the website that you visit and are stored on your device internal memory.

This Service does not use these “cookies” explicitly. However, the app may use third party code and libraries that use “cookies” to collection information and to improve their services.

SERVICE PROVIDERS

We may employ third-party companies and individuals due to the following reasons:

- To facilitate our Service;
- To provide the Service on our behalf;
- To perform Service-related services; or
- To assist us in analyzing how our Service is used.

We want to inform users of this Service that these third parties have access to your Personal Information. The reason is to perform the tasks assigned to them on our behalf. However, they are obligated not to disclose or use the information for any other purpose.

SECURITY

We value your trust in providing us your Personal Information, thus we are striving to use commercially acceptable means of protecting it. But remember that no method of transmission over the internet, or method of electronic storage is 100% secure and reliable, and we cannot guarantee its absolute security.

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This Service may contain links to other sites. If you click on a third-party link, you will be directed to that site. Note that these external sites are not operated by us. Therefore, we strongly advise you to review the Privacy Policy of these websites. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services.

CHILDREN'S PRIVACY

These Services do not address anyone under the age of 13. We do not knowingly collect personally identifiable information from children under 13. In the case we discover that a child under 13 has provided us with personal information, we immediately delete this from our servers. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us so that we will be able to do necessary actions.

CHANGES TO THIS PRIVACY POLICY

We may update our Privacy Policy from time to time. Thus, you are advised to review this page periodically for any changes. We will notify you of any changes by posting the new Privacy Policy on this page. These changes are effective immediately after they are posted on this page.

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