

## 6M TERMS OF USE

Effective Date: 12/23/2020

These Terms of Use (“**Terms**”) are a legal agreement between you and 6M Geriatrics & Hospital Medicine PLLC (“**6M**,” “**we**,” “**us**,” or “**our**”) that governs your use of the 6M MEDICINES application and any related website, mobile feature or services operated or provided by 6M (collectively, the “**Digital Access Platform**”). 6M developed the Digital Access Platform to provide patients with reminders to complete self-assessments, provide notifications regarding test results, and to exchange other messages with you, including communications between health care professionals and patients. The words “**user**,” “**you**,” and “**your**” refer to entities or individuals that access or use the Digital Access Platform. These Terms do not alter in any way the terms or conditions of any other agreement you may have with us. If you are using the Digital Access Platform on behalf of an entity, you represent and warrant that you are authorized to accept these Terms on such entity’s behalf.

BY CLICKING TO INDICATE THAT YOU AGREE TO THESE TERMS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS, INCLUDING THE DISCLAIMER OF WARRANTIES, LIMITATIONS ON LIABILITY, NO MEDICAL ADVICE, ARBITRATION CLAUSE, AND CLASS ACTION WAIVER. Any new or additional features, tools, services, or content that are added to the Digital Access Platform will also be subject to these Terms.

### 1. ELIGIBILITY

The Digital Access Platform is only available to users who can form legally binding contracts under applicable law. By accessing or using the Digital Access Platform, you represent that you are at least eighteen (18) years of age, or over the age of majority in the state or country where you are a resident or citizen.

### 2. REGISTERING WITH US

Access to and use of certain functionalities of the Digital Access Platform may require you to register for a user account (“**Account**”) with us. If you decide to register an Account with us, you will provide us your mobile number to create and access your Account. You agree to provide us with accurate, complete and current information about yourself during Account registration and at all other times, and you agree to update all information provided to us or requested by us if, and as soon as, such information changes and before you make any purchase related to the Digital Access Platform. You agree to keep your log-in information confidential and to not authorize any third party to use your Account. We will not be liable for any loss or damage that results from the unauthorized use of your Account, either with or without your knowledge. You are fully responsible for your failure to safeguard information or for permitting any other person to access or use the Digital Access Platform via your Account, and you agree that we may attribute all use of your Account to you. You agree to notify us immediately at [admin@6mgeri.com](mailto:admin@6mgeri.com) if you suspect any unauthorized use of your Account or any other breach of security. You may not sell or otherwise transfer your Account. We have the right to cancel or suspend your registration for any reason or for no reason at any time, as determined in our sole discretion.

### 3. PERMITTED USE

All information, materials, and other content provided as a component of the Digital Access Platform (collectively, the “**Content**”) is the sole and exclusive property of 6M or its licensors, including any applicable medical practice, doctor, or any other healthcare provider, professional, specialist, organization, or affiliate thereof (each a “**Healthcare Provider**” and collectively, “**Healthcare**”).

**Providers**”). Subject to your compliance with these Terms, we grant to you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Digital Access Platform, and to access, use, view, and print any Content, solely for your personal and internal business purposes. Except for the limited rights set forth in this Section, you may not download, copy, duplicate, sell, print, rent, lease, issue, distribute, transmit, broadcast, modify, perform, display, transfer, upload, post, create derivative works of, exploit, sublicense or otherwise assign to any third party the Digital Access Platform or Content. When using the Digital Access Platform, you must not:

- remove any proprietary notices on the Digital Access Platform or Content, or attempt to disable, bypass, modify, defeat, or otherwise circumvent any digital rights management or security system used as part of the Digital Access Platform or Content;
- infringe or misappropriate the intellectual property, proprietary or privacy rights of any third party;
- make any use of the Digital Access Platform or Content that violates any applicable local, state, national, international or foreign law;
- provide any content, data or information to 6M that contains viruses or malicious code or is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable;
- fail to use commercially reasonable efforts to prevent the unauthorized license, access, sale, transfer, lease, transmission, distribution or other disclosure of the Digital Access Platform or Content;
- allow any individual to use any account log-in credentials (e.g., user identification(s), code(s), password(s), procedure(s) and user keys) issued to, or selected by, 6M for someone other than the individual identified in the account information;
- upload to the Digital Access Platform the personal information of others that you are not authorized to provide;
- use the Digital Access Platform or Content to develop applications, services, websites, or any other functionalities that leverage the Digital Access Platform or Content;
- communicate the Content to the public, provide or make available any links, hypertext (Universal Resource Locator (URL) address) or otherwise grant access (other than a “bookmark” from a web browser) to the Digital Access Platform, or any part thereof;
- use the Digital Access Platform or Content in a way that suggests you are a representative of 6M;
- circumvent the user authentication or security of the Digital Access Platform or any host, network, or account related thereto;
- interfere with or disrupt the proper functioning of the Digital Access Platform or Content, 6M or any third party systems used to host the Digital Access Platform, or other equipment or networks used to provide the Digital Access Platform or Content; or
- cause damage to 6M’s business, reputation, employees, members, facilities, or to any other person or legal entity.

Any scraping, automated access, or other unauthorized access to, and storage of, Digital Access Platform or Content will result in immediate termination of your access to the Digital Access Platform, Content, or your Account if applicable. Use of the Digital Access Platform or Content for any purpose other than what is described in this Section is prohibited.

#### **4. PAYMENT**

You are solely responsible for any data, usage and other charges assessed by mobile, cable, internet or other communications services providers for your access to and use of the Digital Access Platform. Some features of the Digital Access Platform are free to use, but fees may apply for services including scheduling an in-person or telehealth visit with a Healthcare Provider. If there is a fee listed for any portion of the Digital Access Platform, by accessing, providing your authorization, or using that portion, you agree to pay the fee. All fees are paid through a third-party payment processor.

#### **5. OWNERSHIP AND INTELLECTUAL PROPERTY**

The Digital Access Platform and Content are protected by copyright, trademark, patent, and other intellectual property and proprietary right laws. All title, ownership rights, and intellectual property rights in and to the Content and Digital Access Platform is owned by us or our licensors. All rights are reserved. The Digital Access Platform and Content may contain certain licensed materials, and our licensors may protect their rights in the event of any violation of these Terms.

All trademarks, service marks, logos, trade names, and any other proprietary designations of 6M used herein are trademarks or registered trademarks of 6M, our affiliates, our suppliers or Healthcare Providers. You may not use any of our trademarks, logos, or trade dress in connection with any product or service that is not owned or provided by us, in a manner that is likely to cause confusion among customers or users, or in any manner that disparages us, our affiliates, our suppliers or Healthcare Providers.

#### **6. PRIVACY POLICY**

Please refer to our Notice of Privacy Practices (found at [our website page](#) which describes our practices and policies related to the collection, use, and storage of information about patients of 6M who use the Digital Access Platform. If you are, or seek to become a patient of 6M, you acknowledge and agree that you are solely responsible for the accuracy and content of your personal information that you provide through the Digital Access Platform.

#### **7. DISCLAIMER OF WARRANTIES**

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE DIGITAL ACCESS PLATFORM AND CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. 6M MAKES NO REPRESENTATIONS, WARRANTY OR GUARANTEE OF THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE DIGITAL ACCESS PLATFORM OR CONTENT. THE DIGITAL ACCESS PLATFORM AND CONTENT ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. 6M IS NOT LIABLE FOR ANY OMISSIONS OR ERRORS OF THE DIGITAL ACCESS PLATFORM OR CONTENT. UNDER NO CIRCUMSTANCES WILL 6M BE LIABLE TO YOU OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS AS SPECIFIED HERE AND, TO THE LEAST EXTENT AS ALLOWED BY LAW, SUCH EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU OR A THIRD PARTY.

#### **8. LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES**

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL 6M OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER, OR IN CONNECTION WITH, UNDER

ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, FOR ANY: (I) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR LOSS OF DATA, OR (II) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, WITH RESPECT TO THE DIGITAL ACCESS PLATFORM.

IN NO EVENT WILL 6M'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIVE U.S. DOLLARS (\$5.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY AS SPECIFIED HERE AND, TO THE LEAST EXTENT AS ALLOWED BY LAW, SUCH EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

#### **9. Labor and Employment Law Disclaimer**

The Digital Access Platform and these Terms are not intended to provide, and expressly disclaim, advice regarding any and all applicable labor and employment laws including, but not limited to, the Families First Coronavirus Response Act (FFCRA); the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); the Americans with Disabilities Act (ADA); Title VII of the Civil Rights Act of 1964; the Fair Labor Standards Act (FLSA); the Family and Medical Leave Act (FMLA); Occupational Safety and Health Administration (OSHA) laws and regulations; the National Labor Relations Act (NLRA), the Labor Management Relations Act (LMRA); and/or any similar or related, or any applicable, federal, state, and/or local law.

#### **10. GOVERNING LAW; DISPUTE RESOLUTION**

The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms. Washington law will govern the interpretation of these Terms and applies to all claims under or for breach of these Terms or relating to the Digital Access Platform (regardless of conflict of laws principles), except where the application of another law cannot be prevented by agreement.

#### **11. CHANGES TO TERMS**

These Terms may be revised or updated from time-to-time, in our sole discretion. All changes are effective immediately when we post them on the Digital Access Platform, and apply to all access to, and use of, the Digital Access Platform thereafter. Your continued use of the Digital Access Platform following the posting of any revised Terms constitutes your acceptance of the changes. We recommend that you review the Terms from time-to-time for any updates or changes that may impact you. If you do not agree to any revised Terms, you should discontinue your use of the Digital Access Platform.

#### **12. TERMINATION**

You may terminate your use of the Digital Access Platform at any time. We may, in our sole and absolute discretion, take whatever action we deem necessary to preserve the integrity of the Digital Access Platform and Content. Violation of any of these Terms may result in actions being taken by us, effective immediately or at a time determined by us, which may include without limitation: (i) temporarily suspending your access to the Digital Access Platform, or (ii) permanently terminating your access to the

Digital Access Platform. Without limiting the foregoing, we retain the right to decline to provide the Digital Access Platform to any user who violates these Terms or our Privacy Policy.

Termination will not limit any of 6M's other rights or remedies. [Section 4](#) (Ownership and Intellectual Property), [Section 7](#) (Disclaimer of Warranties), [Section 9](#) (Labor and Employment Law Disclaimer), [Section 8](#) (Limitation of Liability and Exclusion of Certain Damages), [Section 10](#) (Governing Law; Dispute Resolution), [Section 16](#) (General Terms), and any other provision that, by its nature, is intended to survive termination shall survive termination of these Terms.

### **13. COPYRIGHT NOTICE AND TAKEDOWN POLICY**

If you are a copyright owner and you believe your work has been copied and used improperly on the Digital Access Platform, please contact us at: [admin@6mgeri.com](mailto:admin@6mgeri.com) Pursuant to 17 U.S.C. § 512(c), to be effective, the notification to us must include the following information: (i) physical or electronic signature of a person authorized to act on behalf of the copyright owner; (ii) description of the work you claim has been infringed and the description and location of the alleged infringement with respect to the Digital Access Platform; (iii) your contact information including address, telephone number and email address; (iv) a written statement that you have a good faith belief the accused usage is infringing; and (v) a statement by you under penalty of perjury that the information in the notice is accurate and that you are duly authorized to act on behalf of the copyright owner.

Please note that under Section 512(f) of the Digital Millennium Copyright Act, any person who knowingly materially misrepresents that material is infringing may be subject to liability. If you are unsure whether material on the Digital Access Platform is infringing, we suggest that you contact an attorney prior to sending notice.

### **14. NOTICE TO CALIFORNIA RESIDENTS**

BY USING THE DIGITAL ACCESS PLATFORM, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

If the Digital Access Platform is at any time deemed an electronic commercial service (as defined under California Civil Code Section 1789.3), California residents are entitled to the following specific consumer rights information:

The provider of the Digital Access Platform is:

6M Geriatrics and Hospital Medicine  
620 Terry Ave, Suite 202  
Seattle, Washington 98104

If you should have any further questions, the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

### **15. INTERNATIONAL USE**

Please be aware that we have offices in the United States and that the Digital Access Platform and Content are governed by United States law. If you are using the Digital Access Platform or accessing the Content from outside of the United States, your information may be transferred to, stored, and processed in the United States where our servers may be located.

6M makes no representation that the Digital Access Platform or Content are appropriate or available for use in locations outside of the United States, and access to the Digital Access Platform or Content from territories where such Digital Access Platform or Content is illegal is prohibited. Those who choose to access the Digital Access Platform and Content from locations outside of the United States do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Digital Access Platform or Content in violation of United States export laws and regulations.

If you use the Digital Access Platform or access the Content outside of the United States you, (i) consent to the transfer, storage, and processing of your information to and in the United States; (ii) will not access or use the Digital Access Platform or Content if you are on the United States Treasury Department's "Specially Designated Nationals and Blocked Persons List," or are located in a country embargoed by the United States; and (iii) agree to comply with all local laws, rules, and regulations including all laws, rules, and regulations in effect in the country in which you reside and the country from which you access the Digital Access Platform. The Digital Access Platform is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or that would subject 6M or its affiliates to any registration requirement within such jurisdiction or country.

## **16. GENERAL TERMS**

If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect. You and 6M intend that the provisions of these Terms be enforced to the fullest extent permitted by applicable law. Accordingly, you and 6M agree that if any provision of these Terms is deemed unenforceable, where possible, it will be modified to the extent necessary to make it enforceable, which may include its deletion. Section titles are for convenience only and have no legal or contractual significance. 6M may assign these Terms, in whole or in part, at any time with or without notice to you. You may not assign these Terms or assign, transfer, or sublicense any rights or delegate any duties hereunder. 6M's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. A waiver will only be binding on 6M if it is in a written document signed by 6M. Both you and 6M warrant to each other that, in entering these Terms, neither 6M nor you have relied on, or will have any right or remedy based upon, any statement, representation, warranty, or assurance other than those expressly stated in these Terms. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law. No one other than you and 6M, or 6M's successors and permitted assigns, will have any right to enforce any of these Terms.

## **17. CONTACT INFORMATION**

If you have any questions, please contact 6M at:

Email: Admin@6mgeri.com  
Mail: 620 Terry Ave, Suite 202  
Seattle, Washington 98104