

# Joint Effort Second Opinion Terms of Use

Renaissance Orthopaedics PC (“Company”) operates the website located at <https://portal.joint-evaluation.com/> and other websites and applications which refer and/or link to these Universal User Terms of Use.

Company offers the **Joint Effort Second Opinion** platform service(s) which allow an individual (“You” or “User”) to interact with consultant healthcare professionals (“Consultant(s)”) who provide education and reference information to You on behalf of Company.

These Terms of Use constitute an agreement (the “Agreement”) between Company and You entered into on the date that You first view, use, download, install, or otherwise access (collectively, “Access,” “Accessing,” or “Accessing”) any Company service website or application associated with the **Joint Effort Second Opinion** platform service (including but not limited to mobile, tablet, and/or desktop application(s)) (collectively, the “JESO Platform”). The Agreement is renewed (forming a new Agreement, fully incorporating any prior Agreement(s)) each time You Access the JESO Platform. Each of Company and You are herein referred to individually as a “Party,” or collectively as the “Parties.”

## ***Use of the JESO Platform***

In Accessing at the JESO Platform, You accept and agree to be bound by these Terms of Use, the Company Privacy Policy, and other terms that may be presented to You about the JESO Platform. If You do not accept these Terms of Use and agree to be bound by them, You are not permitted to use the JESO Platform.

## ***Service(s) Provided***

Company provides the **Joint Effort Second Opinion Platform** to offer remote Knee and Hip Arthritis and Joint Replacement Surgery educational and informational services (collectively, the “Services”). When using the Services, You will communicate with Consultants provided by Company. You acknowledge and agree that any such professionals are interacting with You in a purely educational and informational capacity. You further acknowledge and agree that while You are using the Services, Company and any Consultants: (i) are not practicing medicine, (ii) are not offering medical advice, (iii) are not providing definitive medical opinions, and (iv) are not providing any other professional service for which there is any duty, standard of care, or licensing requirement. While You are communicating with any Consultant via the JESO Platform

they are not acting as Your doctor or otherwise providing medical advice or services, rather they are merely providing educational information as discussed in this section. In doing so, they will be relying on the information about You and Your condition that you have provided without the ability to examine You in person.

Any writings, blog posts, advertisements, or other information published via or referencing any Service are purely informational and educational and not medical advice. Because Consultants are not acting as Your doctor or otherwise providing medical advice or services, if You would like healthcare services or medical advice, You should discuss any such information with Your actual doctor or primary care physician.

Your agreement to this section is a material term of this Agreement.

### ***Confidentiality & Privacy***

To Access the JESO Platform to use most Service(s), You must create an account. After You have successfully created an account and are logged in to that account, You may use Your account to submit confidential information through the Service(s) for the purpose of connecting with Consultants. The confidentiality and privacy of any such information You submit will be subject to the Joint Effort Second Opinion Privacy Policy.

There may be, now or in the future, other non-Service mechanisms provided to communicate or submit information to Company, for example "Contact Us" forms, Customer Service requests, Technical Support requests, payment or billing inquiries, or Company email addresses. Other than when You are logged into a specific Service with Your account, and providing information requested by that Service, do not provide personally identifying, confidential, or medical information via such mechanisms unless specifically instructed to do so. You acknowledge that any information You provide to Company via non-Service mechanisms may be circulated via non-secure means to individuals such as technical or customer support personnel, bulletin boards, or 3rd party contractors without an obligation to maintain its confidentiality.

Company may communicate with You through various electronic means including transactional emails, mail, text messages, or other notifications or reminders. By Accessing the JESO Platform, signing up for the Services, continuing to use the Services, and/or indicating Your acceptance to these terms, You consent to receive such messages universally, including on any devices that You use to access the JESO Platform, and including via any telephone numbers, email addresses, or other identifiers that You provide to Company, and are responsible for reading all messages or communications from Company and keeping all contact information that Company uses to communicate with You updated and current. Various communication methods and electronic means

exist to block communications – e.g. blocking text messages, directing email to “spam” or “junk” folders, etc., and if You use such blocking or filtering methods, Company may not know that You are not receiving communications. You acknowledge that if You, or any service provider or privies, should for any reason block or avoid Company’s electronic communications, Company is not responsible for any resulting damages, including errors or omissions, and agree that Company should presume that You have read all such electronic communications that Company attempted to send to You.

In providing the Services, Company will use commercially reasonable efforts to maintain the confidentiality of Your information to the same standard(s) as indicated by laws applicable to covered entities, including HIPAA.

### ***Fees and Billing***

You will pay a flat fee for the Services. Company does not accept payments from insurance companies, You are personally responsible for all fees incurred through the use of the Services.

### ***Termination***

Company may suspend or terminate this Agreement at any time, for any reason, by either (i) notifying You in writing (including email), or (ii) using technological means to deactivate Your account access to the JESO Platform. Upon termination, Company reserves the right to delete or maintain any information or communications in its possession concerning Your account or provided by You. Upon termination, Company has no further obligation to You to provide any Service(s).

### ***No Warranty***

YOU AGREE THAT YOUR ACCESS OF THE JESO PLATFORM AND USE OF ANY OF THE SERVICE(S) IS AT YOUR OWN RISK. ALL SERVICE(S) ARE PROVIDED ON AN “AS IS” BASIS AND ON AN “AS AVAILABLE” BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR ANY PARTICULAR USE OR PURPOSE, WARRANTIES OF MERCHANTABILITY, OPERABILITY, CONDITION, ACCURACY, VALUE, OR AVAILABILITY.

Your acknowledgement and agreement to this section is a material term of this agreement.

### ***Limitation of Liability***

IN NO EVENT SHALL COMPANY, CONSULTANTS, AND/OR THEIR OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS ATTORNEYS OR LICENSORS

(COLLECTIVELY, THE “COMPANY PARTIES”), BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE OR THE SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER ANY COMPANY PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL ANY COMPANY PARTY’S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS OR ANY OTHER AGREEMENT WITH YOU EXCEED THE AMOUNTS PAID BY YOU TO COMPANY UNDER THIS OR ANY OTHER AGREEMENT FOR ACCESSING THE JESO PLATFORM AND THE SERVICES GIVING RISE TO SUCH LIABILITY IN THE THREE MONTHS PRECEDING THE CLAIM.

### ***Restrictions on Use***

Neither the JESO Platform nor the Service(s) may be used by any person under the age of 18 years old.

### ***Miscellaneous***

#### ***Arbitration and Equitable Relief***

***Arbitration.*** You agree that any and all controversies, claims, or disputes with anyone (including Company and any Consultant, employee, officer, director, attorney, or shareholder of the Company in their capacity as such or otherwise) arising out of, relating to, or resulting from Your relationship with the Company or the termination of Your relationship with the Company, including any breach of this Agreement, shall be subject to binding arbitration under the applicable rules of Judicial Arbitration & Mediation Services, Inc. (“JAMS”), pursuant to the laws of the Commonwealth of Pennsylvania. You further understand that this Agreement to arbitrate also applies to any disputes that the Company may have with You. Company shall have the right, in its sole discretion, to waive arbitration and instead hear disputes in the ordinary court system.

***Procedure.*** You agree that any arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules & Procedures (the “JAMS Rules”). You agree that the arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. You agree that the arbitrator shall issue a written decision on the merits. You also agree that the arbitrator shall have the power to award any remedies, including attorneys’ fees and costs, available under

applicable law. You agree that the arbitrator shall administer and conduct any arbitration in a manner consistent with the Rules and that the arbitrator shall apply substantive and procedural Pennsylvania law to any dispute or claim, without reference to rules of conflict of law. To the extent that the JAMS Rules conflict with Pennsylvania law, Pennsylvania law shall take precedence. You further agree that any arbitration under this agreement shall be conducted in the Commonwealth of Pennsylvania.

**Remedy.** Except as provided by the JAMS Rules, arbitration shall be the sole, exclusive and final remedy for any dispute between You and the Company. Accordingly, except as provided for by the JAMS Rules or this Agreement, neither You nor the Company will be permitted to pursue court action regarding claims that are subject to arbitration. Notwithstanding, the arbitrator will not have the authority to disregard or refuse to enforce any lawful Company policy, and the arbitrator shall not order or require the Company to adopt a policy not otherwise required by law which the Company has not adopted.

**Availability of Injunctive Relief.** Either party may also petition the court for injunctive relief where either party alleges or claims a violation of any agreement regarding trade secrets, or confidential information, or a breach of any restrictive covenant. In the event either party seeks injunctive relief, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees.

**Administrative Relief.** You understand that this Agreement does not prohibit You from pursuing an administrative claim with a local, state or federal administrative body. This Agreement does, however, preclude You from pursuing court action regarding any such claim, except as permitted by law.

**Voluntary Nature of Agreement.** You acknowledge and agree that You are accepting this Agreement voluntarily and without any duress or undue influence by the Company or anyone else. You further acknowledge and agree that You have carefully read this Agreement and that You have asked any questions needed for You to understand the terms, consequences and binding effect of this Agreement and fully understand it, including that **You are waiving Your right to a jury trial.** Finally, You agree that You have been provided an opportunity to seek the advice of an attorney of Your choice before Accessing the JESO Platform or using any Service.

**Governing Law; Consent to Personal Jurisdiction.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of law provisions of any jurisdiction. To the extent that any lawsuit is permitted under this Agreement, the Parties hereby expressly consent to the personal and exclusive jurisdiction

and venue of the state and federal courts located in Pennsylvania.

**Assignability.** This Agreement will be binding upon Your heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as expressly stated. Except as may otherwise be provided in this Agreement, You may not sell, assign or delegate any rights or obligations under this Agreement. Notwithstanding anything to the contrary herein, Company may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of Company's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, change of control or otherwise.

**Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the Parties. You represent and warrant that You are not relying on any statement or representation not contained in this Agreement, other than those specifically referred to by this Agreement. To the extent any terms set forth in any exhibit or schedule conflict with the terms set forth in this Agreement, the terms of this Agreement shall control unless otherwise expressly agreed by the Parties in such exhibit or schedule.

**Headings.** Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

**Severability.** *If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.*

**Attorneys' Fees.** In any court action at law or equity that is brought by one of the Parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that Party may be entitled.

**Acceptance.** This Agreement is offered by Company by providing its text to You (User) via any of its website(s) or application(s), and accepted by You by Your logging into, or continued use of, Company's website(s), application(s), or service(s).