

SFRInfusion.com

TERMS OF USE

Throughout this Terms of Use document, the terms "we," "us," and "our" refer to SFR Infusion, LLC ("SFR"). The terms "you" or "your" refers to you as a visitor to our Site and/or consumer of information/services that SFR provides through the Site.

This website, https://SouthFloridaRheum.com (our "Site"), is SFR's intellectual property. It is provided as a service that may be accessed without charge by anyone, subject to these Terms of Use.

Payments made on our site are processed by Card Connect Merchant Services. You can learn more at https://www.cardconnect.com/.

General Terms and Prohibited Uses

By visiting our website and/or using the Site to pay for medical treatments we provide, you agree to be bound by the following terms and conditions (the "Terms of Use"), including any additional terms, conditions, and policies referenced by hyperlink. These Terms of Use apply to all Site visitors and users, regardless of their relationship to SFR.

By agreeing to these Terms of Use, you represent that you are a citizen of the United States of America and at least 18 years of age.

You are prohibited from using the site or its content:

- for any unlawful purpose, or to solicit others to perform or participate in any unlawful acts;
- in violation of any international, federal, or state regulation, rule, law, or local ordinance;
- to infringe upon or violate our intellectual property rights or the intellectual property rights of others, including by reproducing, copying, selling, or reselling any content on this Site:
- to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, disability, or any other legally protected class;
- to submit false or misleading information;
- to upload or transmit worms, viruses, any computer code of a destructive nature, or any other type of malicious code that will or may be used in any way that will affect the

functionality or operation of our Site or of any related website, other websites, or the Internet;

- to collect or track the personal information of others;
- to spam, phish, pharm, pretext, spider, crawl, or scrape;
- for any obscene or immoral purpose; or
- to interfere with or circumvent the security features of the Site or any related website, other websites, or the Internet.

We reserve the right to revoke the right of anyone to access our Site for violation of these Terms and Conditions, <u>or for any other reason</u>, at any time.

We reserve the right to update, change or replace any part of these Terms of Use by posting updates and/or changes to this document. It is your responsibility to check this page periodically for changes. Your continued use of or access to our Site following the posting of any changes constitutes acceptance of those changes.

Accuracy, Completeness, and Timeliness of Information

We are not responsible for information on this Site that is not accurate, complete, or current. The material on this Site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this Site is at your own risk.

We reserve the right to modify the contents of this Site at any time, but we undertake no obligation to update, amend, or clarify information on this Site or on any related website, except as required by law. You agree that it is your responsibility to monitor changes to our Site.

If you choose to make payments through this Site, you agree to provide current, complete, and accurate information for each transaction. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Third Party Tools and Uses

This Site may include third-party tools or services, or links to third-party sites that are not under our control.

You acknowledge and agree that we provide third-party tools "as is" and "as available," without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of the third-party tools offered through our site is entirely at your own risk and discretion.

Third-party links on this site may direct you to websites that are not affiliated with SFR. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

Feedback and Submissions

If you submit suggestions, reviews, proposals, plans, or other materials to us, whether online, by email, by postal mail, or otherwise (collectively, "Feedback"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate, and/or otherwise use in any medium any Feedback that you provide. We are and shall be under no obligation (1) to maintain any Feedback in confidence; (2) to pay compensation for any Feedback; or (3) to respond to any Feedback.

You understand that any Feedback that you submit through this Site may be transferred unencrypted over various networks and may be changed to conform and adapt to technical requirements of connecting networks or devices. (Credit card information is always encrypted during transfer.)

We may monitor, edit, or remove Feedback that we determine in our sole discretion to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable; or content that, in our sole judgement, violates any party's intellectual property or these Terms of Use, but we have no obligation to do so.

You agree that any Feedback you submit does not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your Feedback will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of our Site or any related website.

You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any Feedback that you submit. You are solely responsible for any Feedback you make and its accuracy. We take no responsibility and assume no liability for any Feedback posted by you or any third-party.

Disclaimer of Warranties, Limitations of Liability

We do not guarantee, represent, or warrant that your use of our Site will be uninterrupted, timely, secure, or error-free.

We do not warrant that the content of the Site will be accurate or reliable.

You agree that from time to time we may terminate or limit access to our Site for indefinite periods of time, or permanently, without notice to you.

You expressly agree that your use of our Site is at your sole risk. Our Site is provided for your use "as is" and "as available," without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

We endeavor to make this Site available to all persons, including those with disabilities, but we make no guarantee that all or every part of the Site will always be 100% accessible. If we are notified of any inaccessibility, we will make a timely and good-faith effort to correct the inaccessibility but shall have no other liability to you or to any other person or group.

In no case shall SFR, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability, or otherwise, arising from your use of any of our Site or for any other claim related in any way to your use of the Site or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Site or any content or product posted, transmitted, or otherwise made available via the Site.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions our liability shall be limited to the maximum extent permitted by law.

Indemnification

You agree to indemnify, defend, and hold harmless SFR and our parent, subsidiaries, affiliates, partners, investors, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Use or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Severability

In the event that any provision of these Terms of Use is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use, such determination shall not affect the validity and enforceability of any other remaining provisions.

Termination

These Terms of Use are effective unless and until terminated by either you or us. You may terminate these Terms of Use at any time by notifying us that you no longer wish to access our Site, or when you cease using our Site.

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these Terms and Uses.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Use, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Uses (or any part thereof).

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Florida.

Contacting Us

Questions about our Terms of Use should be sent to us at the following address:

South Florida Rheumatology Coastal Rheumatology LLC dba South Florida Rheumatology PO Box 810429 Boca Raton, FL 33481