

Healthcare Provider Terms of Use

Effective Date: January 27, 2020

Last Updated: March 3, 2022

BY USING OR OTHERWISE ACCESSING THE SERVICES AND/OR BY CREATING AN ACCOUNT WITH US, YOU AGREE TO THE TERMS OF THIS AGREEMENT, INCLUDING THE INFORMATION PRACTICES DISCLOSED IN OUR PRIVACY POLICY AND THE USE RESTRICTIONS IN THE ACCEPTABLE USE POLICY. YOU AGREE TO RESOLVE ANY DISPUTE THAT YOU MAY HAVE WITH US OR THE SERVICES IN THE STATE OF TEXAS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, THE PRIVACY POLICY OR THE ACCEPTABLE USE POLICY, YOU ARE NOT PERMITTED TO USE OR ACCESS THE SITE OR THE SERVICES IN ANY WAY. LASO HEALTH OPERATES SUBJECT TO STATE REGULATION AND MAY NOT BE AVAILABLE IN CERTAIN STATES. If you create an account or use the Services on behalf of an individual or entity other than yourself, you represent that you are authorized by such individual or entity to accept this Agreement on such individual's or entity's behalf.

The following terms and conditions constitute a legally binding agreement between you and Laso Health, Inc. ("Laso Health," "we," or "us"), the operator of LasoNow.com (the "Site") and related websites, applications, services and mobile applications provided by Laso Health and in any case where these Terms of Use are posted or referenced (collectively, the "Services"). These Healthcare Provider Terms of Use (the "Terms of Use"), together with our Privacy Policy (each of which are incorporated herein by reference, and collectively, this "Agreement") govern your use of the Services. These Terms of Use govern the use of the Site and Services by providers, suppliers, and other entities in the health care industry, including, but not limited to, physicians, chiropractors, dentists, optometrists, psychologists, physical

and occupational therapists, holistic care providers, pharmacies, hospitals, and other appropriate health care providers (“Healthcare Providers”) who have created an account on the Site in order to post information about its practice. If you are not a Healthcare Provider or have not created an account on the Site, please refer to that certain CUSTOMER TERMS OF USE.

Supplemental terms of use or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site and/or Services after the date such revised Terms are posted.

1. ABOUT THE SITE

The provision of the Services does not create a medical professional/patient relationship between us and the Customers of the Site, and does not constitute an opinion, medical advice, or diagnosis or treatment, but is provided to assist you in locating potential customers and scheduling appointments for medical care (“Customers”). “Content” means content, text, data, graphics, images, photographs, video, audio, information, suggestions, guidance, and other materials provided, made available or otherwise found through the Services and/or Site, including, without limitation, Content provided in direct response to your questions or postings.

THE INFORMATION DISPLAYED ON OR ACCESSIBLE THROUGH THE SITE IS PROVIDED “AS IS,” “AS AVAILABLE,” AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE SERVICE MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. LASO HEALTH MAKES NO GUARANTEE OR WARRANTY OF THE SITE’S FUTURE OR CONTINUED AVAILABILITY, COMPATIBILITY, OR EXISTENCE. WE MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO PROFESSIONAL QUALIFICATIONS, EXPERTISE, QUALITY OF WORK, PRICE OR COST INFORMATION, OR ANY OTHER CONTENT AVAILABLE THROUGH THE SERVICES. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON ANY SUCH CONTENT. FURTHERMORE, WE DO NOT IN ANY WAY ENDORSE OR RECOMMEND ANY INDIVIDUAL OR ENTITY LISTED OR ACCESSIBLE THROUGH THE SERVICES.

LASO HEALTH SERVICES ARE ONLY INTENDED FOR CUSTOMERS AND HEALTHCARE PROVIDERS IN THE UNITED STATES. These Services are hosted in the United States and are intended only for Customers located in the United States. Laso Health makes no representation that the Services are appropriate or available for use outside of the United States. If you access our Services from outside the United States, you will be responsible for compliance with all local laws. Under California Civil Code Section 1789.3, Customers of the Services from California are entitled to the following consumer rights notice: The Complaint Assistance Unit of

the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing or you may contact us at Laso Health.

2. CONTENT YOU POST OR SUBMIT

You will have the opportunity to submit information about you, your qualifications, licenses, affiliated practices, credentials, ratings and reviews of your Customers and other information regarding your personal or professional practices and to participate in the other interactive or community features of the Site (collectively, “Posted Information”). It is important that you act responsibly when providing Posted Information. Your Posted Information must be up to date, accurate, complete, correct, truthful and comply with our Acceptable Use Policy and all applicable laws. Laso Health reserves the right to remove or censor any Posted Information that does not comply with the Acceptable Use Policy or applicable law, as determined by Laso Health in its sole discretion.

By providing Posted Information through the Services, you agree to and hereby do grant, and you represent and warrant that you have all intellectual property rights necessary to grant, to Laso Health and its contractors an irrevocable, perpetual, royalty-free, fully sublicensable, fully paid up, worldwide license to use, copy, publicly perform, digitally perform, publicly display, and distribute such Posted Information and to adapt, edit, sell, re-sell, translate, prepare derivative works of, incorporate into other works, or otherwise exploit, such Posted Information. This license is non-exclusive, except you agree that Laso Health shall have the exclusive right to practice this license to the extent of combining your Posted Information with the Posted Information of other Laso Health Customers for purposes of constructing or populating a searchable database of reviews and information related to the healthcare industry.

LASO HEALTH RESERVES THE RIGHT TO IMMEDIATELY REMOVE ANY MATERIAL THAT LASO HEALTH BELIEVES IS OR MAY BE INFRINGING OR VIOLATING OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR OTHER RIGHTS OR IN VIOLATION OF LOCAL OR FOREIGN LAWS AT ANYTIME, WITHOUT PRIOR NOTICE TO YOU. YOU AGREE THAT LASO HEALTH MAY TERMINATE YOUR ACCESS AT ANYTIME FOR ANY REASON WITHOUT NOTICE.

3. WE DO NOT PROVIDE MEDICAL ADVICE

Laso Health is not a Healthcare Provider or supplier. The Content that you obtain or receive from Laso Health, its employees, contractors, partners, sponsors, advertisers, licensors or otherwise through the Services, and the Posted Information is for informational, scheduling and payment purposes only. You may not provide medical information, diagnoses or services through the Services. You represent and warrant that the Posted Information is up to date, accurate, complete, correct, truthful and complies with our Acceptable Use Policy and all applicable laws complete and accurate, and has not been provided in a misleading, negligent or fraudulent manner.

LASO HEALTH RESERVES THE RIGHT TO IMMEDIATELY REMOVE ANY MATERIAL THAT LASO HEALTH BELIEVES IS OR MAY BE INACCURATE OR INCOMPLETE, AND/OR TERMINATE ANY HEALTHCARE PROVIDER ACCOUNT FOR POSTING SUCH INFORMATION, WITHOUT PRIOR NOTICE TO YOU.

NO INFORMATION PROVIDED BY US IS INTENDED AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. USE OF OUR SERVICES IS NOT APPROPRIATE FOR EMERGENCIES. IF A CUSTOMER ATTEMPTS TO

INITIATE AN ENCOUNTER FOR EMERGENCY SERVICES, YOU ACKNOWLEDGE THAT YOU SHOULD ADVISE THE CUSTOMER TO CALL 9-1-1 OR SEEK EMERGENCY MEDICAL TREATMENT IMMEDIATELY. IF YOU THINK YOU HAVE A MEDICAL OR MENTAL HEALTH EMERGENCY, OR IF AT ANY TIME YOU ARE CONCERNED ABOUT YOUR CARE OR TREATMENT, CALL 9-1-1 OR GO TO THE NEAREST OPEN CLINIC OR EMERGENCY ROOM. YOUR USE OF THE CONTENT IS SOLELY AT YOUR OWN RISK. NOTHING STATED OR POSTED ON THE SITE OR AVAILABLE THROUGH ANY SERVICES IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE, DENTISTRY, NURSING, OR OTHER PROFESSIONAL HEALTHCARE ADVICE, OR THE PROVISION OF MEDICAL CARE. FURTHER, NOTHING STATED OR POSTED ON THE SITE OR AVAILABLE THROUGH ANY SERVICES IS INTENDED TO BE OR CONSTITUTES A REFERRAL TO A HEALTHCARE PROVIDER BY LASO HEALTH. LASO HEALTH DOES NOT REFER PATIENTS TO HEALTHCARE PROVIDERS, DOES NOT ENTER INTO REFERRAL OR FEE-SHARING AGREEMENTS, OR COLLECTS A REFERRAL FEE FROM ANY HEALTHCARE PROVIDER. YOUR PROVISION OF THE POSTED INFORMATION IS SOLELY AT YOUR OWN RISK. NO POSTED INFORMATION MAY CONSTITUTE THE PRACTICE OF MEDICINE, DENTISTRY, NURSING, OR OTHER PROFESSIONAL HEALTHCARE ADVICE, OR THE PROVISION OF MEDICAL CARE.

Laso Health does not engage in the practice of medicine, nursing, or any other professional service performed by practitioners of the healing arts and does not prescribe or in any way authorize the prescription any medications.

You represent and warrant that at all times during your use of the App and the Services: (i) you will hold a valid and unrestricted state license or certification to practice in the field for which you are licensed or certified, and that you have never had any state license or certification limited, withdrawn, suspended, curtailed or revoked in any state or jurisdiction, nor have you ever been placed on probation by any applicable licensing board; (ii) you possess all appropriate certifications, registrations and approvals from the Federal Drug Enforcement Administration and any other applicable federal or state agency necessary to prescribe and dispense drugs, to the extent permitted under your license or certification, under applicable federal and state laws and regulations and, and no such certification, registration or approval now or previously held by you has ever been limited, withdrawn, suspended, curtailed, placed on probation or revoked; (iii) you are not now listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in any federal program, including Medicare and Medicaid, and you are not now listed, nor do you have any reason to believe that you shall be listed, on the HHS-OIG Cumulative Sanctions Report or the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs; (iv) no medical staff membership now or previously held by you have ever been limited, suspended, curtailed, revoked, placed on probation or withdrawn as a result of action (whether formal or informal) initiated by the health care facility or its medical staff, nor has any such membership ever been the subject of any proceedings which can result or could have resulted in the same; (v) you have never been convicted of a felony or any crime involving moral turpitude; (vi) you have never been a party to, or the subject of, any litigation investigation or proceeding, whether civil, criminal or administrative in nature, relating in any way to medical services provided or omitted to be provided by you and, to the best of your knowledge, there is no litigation, investigation or proceeding, whether civil, criminal or administrative in

nature, pending against you; (vii) none of the execution, delivery or performance hereunder by you shall violate, conflict with or constitute a breach or default under any agreement (whether written or oral) to which you are a party or by which you are bound; and (viii) you are authorized to work in the United States. You shall give Laso written notice within three (3) days of becoming aware or receiving notice of any inability to make the representations and warranties set forth herein

4. NO DOCTOR PATIENT RELATIONSHIP

YOU ACKNOWLEDGE AND AGREE THAT LASO HEALTH IS NOT EMPLOYING YOU OR CONTRACTING FOR THE PROVISION OF HEALTHCARE SERVICES THROUGH THE SITE. THE SOLE PURPOSE OF YOUR USE OF THE SITE IS TO RECEIVE CONNECTIONS TO POTENTIAL CUSTOMERS IN NEED OF MEDICAL SERVICES.

NO LICENSED MEDICAL PROFESSIONAL/PATIENT RELATIONSHIP IS CREATED WHEN ANY USER USES THE SERVICES OR CONTENT. THIS IS TRUE WHETHER SUCH CONTENT IS PROVIDED BY OR THROUGH THE USE OF THE SERVICES, DIRECTLY BY YOU THROUGH THE USE OF THE SERVICES OR THROUGH ANY OTHER COMMUNICATIONS FROM LASO HEALTH INCLUDING, WITHOUT LIMITATION, ANY BLOG, SOCIAL CHANNEL, EMAIL OR TEXT MESSAGE ASSOCIATED WITH OR INTEGRATED INTO LASO HEALTH OR LINKS TO OTHER SITES, OR ANY ASSISTANCE WE MAY PROVIDE TO HELP CUSTOMERS FIND AN APPROPRIATE HEALTHCARE PROVIDER IN ANY FIELD.

Laso Health encourages Customers to use the Services responsibly, but we have no control over, and cannot guarantee the acts or omissions of a user at any particular time. We will not be liable for cancelled or otherwise unfulfilled appointments, or

any injury resulting therefrom, or for any other injury resulting or arising from, or related to, the use of the Site or Services whatsoever.

5. CONTACTING CUSTOMERS; AUTHORIZATION AND ACKNOWLEDGEMENT; IMPORTANT INFORMATION ABOUT HEALTHCARE PROVIDER RELATIONSHIPS AND HEALTHCARE PROVIDER LISTS

In order to be listed on the App or Site, you must provide certain credentialing information and enter into a contract with us, and may be required to pay us a fee in order to be marketed through or to use the Services. You may also have the option to be featured in advertisements or sponsored results page (“Sponsored Results”) on the Site, for which additional fees may apply. Neither Healthcare provider listings, nor Sponsored Results shown through the Services constitute, and should not be considered as an endorsement or recommendation by Laso Health of the Healthcare Provider or representations or warranties with respect to these Healthcare Providers or the quality of the healthcare services they may provide. All fees charged to Healthcare Providers by us will be consistent with fair market value in an arms-length transaction, and will not take into account the volume or value of any referrals or business otherwise generated between the parties for which payment may be made in whole or in part under any Federal Healthcare program.

In order to facilitate a connection between you and the Customers, Laso Health may provide your profile information to its account holders and Customers. Your profile is based on information that you provide to us, such as geographical location, services performed and healthcare specialty. Note that Laso Health (a) does not, recommend or endorse you to any Customer, (b) does not make any representations or warranties with respect to you or the quality of the healthcare services you may

provide, and (c) does not usually verify the information or content provided by you or any Customer to Laso Health. Customers' appointments will be scheduled through the App or Site, and you will be notified of the scheduled appointment and the services requested by our Customers.

5.1 Verification. You agree that your use of the Services, or certain features or functionality of the Services, may be subject to verification by us of your identity and credentials as a health care provider or health care professional, and to your ongoing qualification as such. You agree that we may use and disclose your information for such purposes, including making inquiry of third parties concerning your identity and professional and practice credentials. You authorize such third parties to disclose to us such information as we may request for such purposes, and you agree to hold them and us harmless from any claim or liability arising from the request for or disclosure of such information. You agree that we may terminate your access to or use of the Services at any time if we are unable at any time to determine or verify your identity, qualifications or credentials. Laso Health may exclude you from the Site or Services if, in Laso Health's discretion, you have engaged in inappropriate or unprofessional conduct. Laso Health shall not be liable if you are not properly licensed in the State in which you practice.

5.2 Direct Physician-Patient Relationship. You acknowledge and agree that your provision of any healthcare services to our Customers creates a legal and direct business relationship between you and the Customers, to which Laso Health is not a party. Laso Health is not responsible or liable for actions or inactions of a Customer in relation to your healthcare services. You shall have the sole responsibility for any obligations or liabilities to Customer or third parties that arise from your provision of healthcare services. You acknowledge and agree that you are solely responsible for taking such precautions as may be reasonable and proper (including maintaining

adequate insurance that meets the requirements of all applicable laws) regarding any acts or omissions of a Customer or third party.

5.3 Informed Consent. You are solely responsible (and Laso Health disclaims all liability related thereto) for providing and collecting all informed consent forms and authorizations necessary to provide the healthcare services provided by you to Customers. You understand that it is your responsibility and obligation under state law to provide specific information to a Customer or a separate informed consent for the Customer to sign in connection with any healthcare services that you may provide. To avoid any doubt, in order to use the Services from Laso Health, we require that you obtain all required informed consent forms required by law from Customers. If you do not or cannot collect such informed consent forms applicable to Customers, you are not permitted to use the Services.

6. CONTENT PROVIDED BY THIRD PARTIES

6.1 Content is intended for general reference purposes only and is provided with limited or no editorial oversight from Laso Health. Content may be provided by a Customer and collected from multiple other data sources that may not be confirmed by the Customer. Such Content can change frequently and may become out of date, incomplete or inaccurate. Neither the Site nor Laso Health provides any certification as to the accuracy of any Content.

6.2 No Endorsements. Laso Health does not endorse and is not responsible or liable for any Content, data, advertising, products, goods or services available or unavailable from, or through the App, Site and/or Services. The statements, comments, reviews, information and ratings contained in any Content are solely the opinion of the Customer submitting such Content and do not reflect the opinion of Laso Health or any of its affiliates or subsidiaries or any of their respective owners,

managers, officers, employees, agents or representatives. You acknowledge and understand that Laso Health simply acts as a passive conduit and an interactive computer provider for the publication and distribution of Content. Laso Health does not have any duty or obligation to investigate the accuracy of Content or the quality of the services performed by you or any other Healthcare Provider which is the subject of any Content. By using the App, Site and/or Services, you agree that it is solely your responsibility to evaluate your risks associated with the use, accuracy, usefulness, completeness, appropriateness or legality of any information, responses, writings or other materials that you submit, transmit or otherwise convey through the App, Site and/or Services.

6.3 Waiver of Liability. Under no circumstances will Laso Health be liable in any way for any Content including, but not limited to any Content that contains errors, omissions or defamatory statements, or for any loss or damage of any kind incurred as a result of the use of any Content submitted, accessed, transmitted or otherwise conveyed via the App, Site and/or Services or otherwise. You hereby waive any claims, rights or actions that you may have against Laso Health or any of its affiliates or subsidiaries with respect to any Content and release Laso Health and each of its affiliates and subsidiaries from any and all liability for or relating to Content.

6.4 Indemnification. You agree to indemnify and hold Laso Health and each of its affiliates and subsidiaries and their respective owners, managers, officers, employees, agents or representatives harmless for any damages that may arise, directly or indirectly, from any claim or right it may have against Laso Health with respect to any statements made by a Customer or Content submitted by a Customer which is communicated, posted or published by Laso Health on its App, Site and/or Services or to a third party.

6.5 Additional Information. We may provide you with information provided by the Customers to assist you in clinical decision-making.

This information may include general health-care related information and resources. We may also provide forums for our Customers to exchange information. You agree that the information and materials available through the Services are for informational and educational purposes only and are not intended to constitute professional advice, diagnosis or treatment, or to substitute for your professional judgment. Information may be placed in the Services by us and by third parties beyond our control, including by funding sources of such information. We are not responsible for the accuracy or completeness of information available from or through the Services. You assume full risk and responsibility for the use of information you obtain from or through the Services, and neither we nor any of our licensors or data providers are responsible or liable for any claim, loss, or liability arising from use of the information. We do not recommend or endorse any provider of health care or health-related products, items or services, and the appearance of materials in the Services relating to any such products, items or services is not an endorsement or recommendation of them. You will review the definitions, functionality, and limitations of the Services, and to make an independent determination of their suitability for your use. We and our suppliers and licensors disclaim all warranties, whether expressed or implied, including any warranty as to the quality, accuracy, and suitability of the information provided by the Services for any purpose.

6.6 Safeguards. You will implement and maintain appropriate administrative, physical and technical safeguards to protect information within the Services. Such safeguards shall comply with federal, state, and local requirements, including the Privacy Rule and the Security Rule, whether or not you are otherwise subject to

HIPAA. You will maintain appropriate security with regard to all personnel, systems, and administrative processes used by you or members of your staff to transmit, store and process electronic health information through the use of the Services.

6.7 Breach Notification. You will immediately notify us of any breach or suspected breach of the security of the Services of which you become aware, or any unauthorized use or disclosure of information within or obtained from the Services, and you will take such actions to mitigate the breach, suspected breach, or unauthorized use or disclosure of information within or obtained from the Services as we may direct, and will cooperate with us in investigating and mitigating the same.

7. PRIVACY POLICY

Laso Health reserves the right, and you authorize Laso Health, to use and assign all information regarding your use of the Site and all information provided by you in any manner consistent with the Privacy Policy. The Privacy Policy, which may change from time to time without prior notice, is a part of these Terms of Use. Please review the Privacy Policy carefully, as your use of the Services constitutes your agreement to it.

8. YOUR RESPONSIBILITIES

8.1 Your Account Username and Password

If you choose, or are provided with, a username, password, or any other piece of information as part of your use of the Site, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other

person with access to this Site or portions of it using your username, password, or other security information. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

Laso Health has the right to disable any account, username, password, or other identifier, whether chosen by you or provided by Laso Health, at any time in Laso Health's sole discretion for any or no reason, including if, in Laso Health's opinion, you have violated any provision of these Terms of Use.

8.2 Your Responsibilities Generally

Laso Health shall not be responsible for the payment of costs associated with any healthcare treatment or services provided by you. If you use the App, Site and/or Services, you elect to receive Customer payments through Laso Health and hereby agree to execute and deliver to Laso Health an authorization agreement for direct payments whereby, among other things, Laso Health shall be irrevocably authorized to initiate transfers from Customers to Laso Health and subsequently to you in the amounts required or permitted under the Healthcare Provider Agreement, including payments for Services and payment of all other fees or charges due under the Healthcare Provider Agreement or any other agreement between you and Laso Health. Your authorization for direct transfers as hereby provided shall be irrevocable and such transfers shall continue until all obligations are paid in full. You are responsible for ensuring that all information that you provide to Laso Health is accurate and up-to-date. A portion of the Services may not be available through Laso Health depending upon a number of factors. Ultimately, you must resolve any dispute between you or any Customer arising from any transaction hereunder directly with the Customer. This includes processing any return of funds or any other

issues with respect to services you provided to a Customer. If a third party takes funds from Laso Health due to Customer services provided by you, you agree to reimburse Laso Health upon receipt of request for reimbursement.

You are responsible for all use of the Services, including the privacy and security of any usernames and passwords assigned to or created by you. You may only use the Site and the Services for lawful, non-commercial purposes. You may not use the Site in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of the Site or the Services. You may not attempt to gain unauthorized access to any of the Services, user accounts, or computer systems or networks, through hacking, password mining or any other means. You may not accumulate or index, directly or indirectly, any Content or portion of the Site and/or Services for any purpose whatsoever.

You must use the Services in a manner consistent with the Acceptable Use Policy. Please review the Acceptable Use Policy carefully, as your use of the Services constitutes your agreement to it.

In addition to our rights in these Terms of Use, we may take any legal action and implement any technological measures to prevent violations of the restrictions hereunder and to enforce these Terms of Use or our Acceptable Use Policy.

8.3 Responsibilities of Healthcare Providers

You agree that:

- (a) You will not use the Services to view, access or otherwise use, directly or indirectly, price, availability, or other Content for any purpose other than your own personal use as a Healthcare Provider.

- (b) You will not use the Services to establish, attempt to establish, or enforce, directly or indirectly, any agreement or coordination of the prices charged for any product or service; the kinds, frequencies or amounts of any product or service offered; or the customer or customer categories for any product or service, or otherwise engage or attempt to engage in price fixing, output restriction, or customer or market allocation.
- (c) You will not use the Services, directly or indirectly, to engage in any anti-competitive, deceptive or unfair practices, or otherwise violate applicable antitrust, competition or consumer protection laws, or regulations.
- (d) You will hold and maintain (i) valid licenses, permits, approvals and authorities required by applicable law to practice and provide the healthcare services provided by you; (ii) adequate knowledge, training and expertise to provide the healthcare services in a professional manner with due skill, care and diligence and (iii) high standards of professionalism, service and courtesy.
- (e) You may be subject to certain background checks and verification or validation efforts by Laso Health from time to time in order for you to remain eligible to use the Services.
- (f) You will, at all times, provide Services in accordance with your responsibilities and obligations under state law and applicable ethical and legal practice standards.

Laso Health may require additional or corrected licenses, permits, approvals or authorities to be posted by you, as determined in Laso Health's sole discretion. Laso Health shall not be responsible for verifying the accuracy or completeness of any licenses, permits, approvals or authorities posted by you. You shall comply with all requests by Laso Health for further information related to all required licenses, permits and approvals necessary for the provision of healthcare services by you.

8.4 Compliance with Law. You are solely responsible for ensuring that your use of the App and Services complies with applicable federal, state, and local law, including laws relating to the maintenance of the privacy, security, and confidentiality of patient and other health information. You will not grant any user, including members of your staff, any rights to access or use our Services that they would not be allowed to have under applicable laws. In using the Services, you are solely responsible for compliance with all laws relating to the transmission of text messages, automated or pre-recorded phone calls, faxes, email and other communications for refill reminders, appointment reminders, bill pay reminders or other purposes, including, without limitation, the Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003 (codified at 15 U.S.C. Chapter 103), the Telephone Consumer Protection Act of 1991 (codified at 47 U.S.C. 227 et. Seq.), Do-Not-Call legislation and all similar international, federal or state laws. Without limiting the foregoing, in using the Services you are solely responsible for obtaining any consent or other permission required by such laws from your patients or other individuals to send any communication to your patients or other individuals. We offer no assurance that your use of the Services under the terms of this Agreement will not violate any law or regulation applicable to you. You acknowledge that we may share Your Information with third parties if we in good faith believe that disclosure of Your Information is necessary to (i) comply with a

court order, warrant or other legal process, (ii) protect the rights, property or safety of Laso Health or others, (iii) investigate or enforce suspected breaches of these Terms of Use, or (iv) allow our third-party partners to comply with their obligations under federal or state law. You agree to price your healthcare services in compliance with all applicable laws, including but not limited to, any applicable federal, state and local Healthcare Laws, HIPAA, fee-splitting prohibitions, corporate practice of medicine prohibitions, state privacy laws, antitrust laws, and conditions for participation in Healthcare Programs, including Medicare, Medicaid, TRICARE, and/or any state or federal government insurance programs and/or plans. You further agree that your use of the App and Services shall not otherwise violate the terms of any commercial payor contracts to which you are a party or directly or indirectly bound.

8.5 Professional Responsibility. You will be solely responsible for the professional and technical services you provide. We make no representations concerning the completeness, accuracy or utility of any information in the Services, or concerning the qualifications or competence of persons who placed it there. We have no liability for the consequences to you or your patients of your use of the Services.

8.6 Payments for Services; No Healthcare Program Reimbursement. You understand and acknowledge that by accessing and using the App, Site and/or Services, you acknowledge that all Services provided through us are self-pay only services for which the Customers will be solely responsible, and no part of the cost of the services will be submitted for reimbursement directly or indirectly by Customers or Healthcare Providers to commercial payors, nor to any state or federally funded healthcare programs, including, but not limited to Medicare, Medicaid, and TRICARE. Submitting claims for self-pay services to Federal, state,

or commercial healthcare programs could expose you to civil and criminal liability and may result in removal from the App and Site.

8.7 Discounts on items or services reimbursable by Federal healthcare programs. You agree acknowledge and represent that any discount offered to Customers for the Services will be in compliance with federal, state or local laws and rules regarding discounts and coupons for healthcare services including but not limited to federal and state Healthcare Laws. “Healthcare Laws” means all applicable Laws relating to the possession, control, warehousing, marketing, sale and distribution of pharmaceuticals, the operation of medical or senior housing facilities (such as, but not limited to, nursing homes, skilled nursing facilities, rehabilitation hospitals, intermediate care facilities and adult care facilities), patient healthcare, patient healthcare information, patient abuse, the quality and adequacy of medical care, rate setting, equipment, personnel, operating policies, fee splitting, including, without limitation, (a) all federal and state fraud and abuse laws, including, without limitation, the federal Anti-Kickback Statute (42 U.S.C. §1320a-7b(6)), the Stark Law (42 U.S.C. §1395nn), the civil False Claims Act (31 U.S.C. §3729 et seq.), (b) TRICARE, (c) HIPAA, (d) Medicare, (e) Medicaid, (f) the Patient Protection and Affordable Care Act (P.L. 111-1468), (g) The Health Care and Education Reconciliation Act of 2010 (P.L. 111-152), (h) quality, safety and accreditation standards and requirements of all applicable state laws or regulatory bodies, (i) all laws, policies, procedures, requirements and regulations pursuant to which Healthcare Permits are issued, and (j) any and all other applicable health care laws, regulations, manual provisions, policies and administrative guidance, each of (a) through (j) as may be amended from time to time. You further agree that any applicable discount will be applied equally to the full cost of the Service, and will

not take into account Customers cost-sharing obligation, which are otherwise inapplicable to self-pay services.

9. CHANGES TO THE SERVICES; NEW SERVICES

We may from time to time add new features to the Services, substitute a new service for one of the existing Services, or discontinue or suspend one of the existing Services. Under no circumstances will Laso Health be liable for any suspension or discontinuation of any of the Services or portion thereof, and the use of new services will be governed by this Agreement.

10. LINKS TO OTHER WEBSITES

10.1 Linking to the Site

Hyperlinks to the Site may not state or imply any Laso Health sponsorship or endorsement of another website, publication, or service. The Content may not be incorporated into another website, publication, or service without Laso Health's prior written approval. You agree to cooperate with Laso Health in causing any unauthorized framing or linking to stop immediately. Laso Health reserves the right to withdraw linking permission without notice.

10.2 Links to Other Sites

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. Laso Health has no control over the contents of those sites or resources, and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Site, you do so entirely at your own risk.

11. YOUR USE OF CONTENT

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We may incorporate third party software as part of certain of the Services, including without limitation open source third party software. Your use of such third party software is subject to any and all applicable additional terms and conditions governing such use provided by the third party software provider. Where applicable, additional notices relating to the third party software may be provided by us, which for example may contain attribution and disclaimer notices applicable to the third party software.

12. DISCLAIMER

You acknowledge that we have no control over, and no duty to take any action regarding: (a) which Customers gain access to the Site and/or the Services, (b) what Content you access, (c) what effects the Content may have on you, (d) how you may

interpret or use the Content, (e) what actions you may take as a result of having been exposed to the Content; or (f) what Posted Information you post. You release us from all liability for you having acquired, you having not acquired, your use of Content or your posting of Posted Information. We make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Site and/or the Services. We have no special relationship with or fiduciary duty to you. WE PROVIDE THE SERVICES “AS IS” AND “AS AVAILABLE.” WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES ABOUT THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING ALL STATUTORY WARRANTIES, WITH RESPECT TO THE SERVICES AND THE SITE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES THAT THE SERVICES ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON- INFRINGING. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, RELIABLE OR ACCURATE OR WILL MEET YOUR REQUIREMENTS. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF INFORMATION PROVIDED BY CUSTOMERS OF THE SERVICES OR ANY OTHER DATA OR INFORMATION PROVIDED OR RECEIVED THROUGH THE SERVICES. LASO HEALTH MAKES NO WARRANTIES ABOUT THE INFORMATION SYSTEMS, SOFTWARE AND FUNCTIONS MADE ACCESSIBLE THROUGH THE SERVICES OR ANY OTHER SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION. LASO HEALTH DOES NOT WARRANT THAT THE SITE OR THE SERVICES WILL OPERATE ERROR-FREE, BUG-FREE OR FREE FROM DEFECTS,

THAT LOSS OF DATA WILL NOT OCCUR, OR THAT THE SERVICES, SOFTWARE OR SITE ARE FREE OF COMPUTER VIRUSES, CONTAMINANTS OR OTHER HARMFUL ITEMS.

13. GENERAL LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, UNDER NO CIRCUMSTANCES WILL LASO HEALTH BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR OTHER INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, REVENUES, DATA OR COMPENSATION THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICE OR SITE, EVEN IF LASO HEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN LASO HEALTH AND YOU. THIS SITE AND THE CONTENT DISPLAYED ON OR ACCESSIBLE THROUGH THE SITE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LASO HEALTH THROUGH THE SITE WILL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THESE TERMS OF USE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. IN NO EVENT WILL LASO HEALTH'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION RESULTING FROM YOUR USE OF THE SERVICE OR SITE, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED

TO, NEGLIGENCE) OR OTHERWISE, EXCEED U.S. \$100 OR THE LOWEST AMOUNT PERMITTED UNDER APPLICABLE LAW.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS “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.”

14. TERMINATION

We may terminate, suspend and/or deactivate your account at any time, without notice, if there has been a violation of this Agreement or other policies and terms posted on the Site or through the Services by you or by someone using your account information. We may also terminate, suspend or deactivate your account for any other reason, including inactivity for an extended period. Laso Health shall not be liable to you or any third party for any termination, suspension or deactivation of your access to the Site and/or the Services. Further, you agree not to attempt to use the Site and/or the Services after any such termination, suspension or deactivation (provided, in the case of deactivation due exclusively to your inactivity, you may be permitted to create another account). Sections 1, 2, 3, 4, 5, 7, 9, 10, 11, 12, 13, 14, 15, 16 and 17 shall survive any termination or expiration of these Terms of Use.

15. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Laso Health, its affiliates, licensors, and service providers, and its owners, officers, directors, employees,

contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees, including attorneys' fees, arising out of or relating to:

- (a) your violation of these Terms of Use or your use of the Site or Services, including, but not limited to, your Posted Information, any use of the Site or Services other than as expressly authorized in these Terms of Use or your use of any information obtained from the Site;
- (b) the performance or omission of any healthcare services provided by you to any Customer or other third party;
- (c) delays in evaluation or care due to technology issues or failure of the Site to operate properly;
- (d) adverse drug interactions, allergic reactions, other judgments related to lack of access to medical records;
- (e) malpractice claims, claims of negligent credentialing;
- (f) violations by you of federal, state or local laws, including but not limited to Healthcare Laws, HIPAA, fee-splitting prohibitions, corporate practice of medicine prohibitions, state privacy laws, antitrust laws and conditions for participation in Healthcare Programs, including Medicare, Medicaid, TRICARE, and/or any state or federal government insurance programs and/or plans.

In addition, you hereby agree to indemnify, defend, and hold harmless us and other users, and our and their respective affiliates, officers, directors, employees and agents, from and against any claim, cost or liability, including reasonable attorneys'

fees, arising out of or relating to: (a) the use of the Services by you or your staff; (b) any breach by you or your staff of any representations, warranties or agreements contained in these Terms of Use; (c) the actions of any person gaining access to the Services under credentials assigned to you or a member of your staff; (d) the actions of anyone using credentials assigned to you or any member of your staff that adversely affects the Services or any information accessed through the Services; (e) your negligent or willful misconduct, or that of any member of your staff; (f) the performance or omission of any healthcare services provided by you to any Customer or other third party; (g) delays in evaluation or care due to technology issues or failure of the Site to operate properly; or (h) adverse drug interactions, allergic reactions, other judgments related to lack of access to medical records.

Your indemnifications obligations in these Terms of Use are cumulative, and are not intended to, nor do they, limit your indemnification obligations elsewhere in these terms of Use or at law, even if such obligations arise or are occasioned or triggered by a single assertion, claim, circumstance, action, event or transaction.

16. MISCELLANEOUS

16.1 Electronic Contracting

Your affirmative act of using the Services and/or creating an account constitutes your electronic signature to this Agreement, which includes our Privacy Policy and Acceptable Use Policy, and your consent to enter into such agreements with us electronically.

16.2 Changes to These Terms of Use

We may change these Terms of Use and the other documents that are part of the Agreement at any time, as we deem appropriate. Upon any such change, we will post

the amended terms on the Site; we may also attempt to notify you in some other way. Your continued use of the Site and/or the Services following such posting shall constitute your affirmative acknowledgement of the Terms of Use or other applicable Agreement document, the modification, and agreement to abide and be bound by the Terms of Use or other applicable Agreement document, as amended. We encourage you to periodically review these Terms of Use and the Agreement. IF AT ANY TIME YOU CHOOSE NOT TO ACCEPT THESE TERMS OF USE OR THE AGREEMENT, INCLUDING FOLLOWING ANY SUCH MODIFICATIONS HERETO, THEN YOU MUST STOP USING THE APP, SITE, AND THE SERVICES.

16.3 Choice of Law – Important – Please Review as This Affects Your Legal Rights

Any legal action of whatever nature brought by either you or us (collectively, the “Parties” and individually, a “Party”) shall be commenced or prosecuted in the state and federal courts located in San Antonio, Texas, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms of Use. In no event shall any claim, ac

16.4 Dispute Resolution – Important – Please Review as This Affects Your Legal Rights

- (a) Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a “Dispute” and collectively, the “Disputes”) brought by either you or us (individually, a “Party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least 60 days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

(b) Binding Arbitration

PLEASE READ THE FOLLOWING CAREFULLY AS IT CONTAINS AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THIS AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU MAY HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIM AGAINST LASO HEALTH ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW. BY USING THE APP, SITE, AND SERVICES YOU SIGNIFY YOUR ACCEPTANCE OF THESE

TERMS OF SERVICE. IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE TERMS OF USE, DO NOT USE OR PROVIDE THESE SERVICES. If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT BY AGREEING TO THIS PROVISION YOU GIVE UP THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”), both of which are available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Bexar County, Texas. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Bexar County, Texas, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms of Use.

In no event shall any Dispute brought by either Party related in any way to the Site be commenced more than 1 year after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

(c) Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

16.5 Entire Agreement

This Agreement and any supplemental terms, policies, rules and guidelines posted through the Services, each of which are incorporated herein by reference, including the Privacy Policy and the Acceptable Use Policy, constitute the entire agreement between you and us and supersede all previous written or oral agreements. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of Laso Health to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

16.6 Headings

The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret or construe the meaning, scope or intent of this Agreement or any terms or conditions therein.

16.7 Assignment

We may assign this Agreement at any time, including, without limitation, to any parent, subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of our company to another entity. You may not assign, transfer or sublicense this Agreement to anyone else and any attempt to do so in violation of this section shall be null and void.

16.8 Eligibility

You must be 18 years of age or over, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, to create an account with us or use the Site and the Services.

If you do not qualify under these Terms of Use or cannot comply with the Acceptable Use Policy, do not use the Site or Services. Use of the Services is void where prohibited by applicable law, and the right to access the Site is revoked in such jurisdictions. By using the Site and/or the Services, you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Use. The Site is administered in the U.S. and intended for U.S. users; any use outside of the U.S. is at the user's own risk. You are responsible for compliance with any local, state or federal laws applicable to your use of the App, Services and/or the Site.

16.9 SMS/Text Communications

We may send communications to you on your mobile telephone by SMS or text message. Message and data rates from your mobile telephone service provider may apply and are subject to the terms and conditions imposed by your provider.

17. PAYMENT PROCESSING

17.1 Payment and Transaction Processing Generally.

You may be permitted to use the Services to receive payment for Designated Provider Services (as defined below) and/or other payments, including, for example, missed appointment fees. In connection with such payments, we process the Customer's payment card information in accordance with our Privacy Policy. Laso Health and/or its payment processing partner may collect from you a transaction processing fee for our billing, collection and payment services (the "Transaction

Processing Services”) performed in connection with such payment, which transaction processing fee is paid by you, not the Customer.

- If a Customer cancels a scheduled appointment less than 24 hours prior to such scheduled appointment, Laso shall charge its Transaction Processing Fee and the balance of amounts shall be paid to the Healthcare Provider. Customer shall not receive a refund.
- If a Customer cancels a scheduled appointment at least 24 hours prior to such scheduled appointment, Laso shall provide Customer with a full refund.
- If a Provider cancels a scheduled appointment prior to providing services to a Customer, Customer shall receive a full refund.

17.2 Designated Provider Services.

You may provide through the Services price information for your healthcare and related products and services (“Designated Provider Services”), and permit Customers to use the Services to pay for such Designated Provider Services.

Prior to accepting an appointment for Designated Provider Services, please carefully review (a) the price information, and (b) all of the products and services that are included and excluded in each Designated Provider Service. You are required to provide the applicable Designated Provider Service at or below the price indicated at the time of scheduling (“Designated Price”), unless a Customer separately agrees otherwise. Services in addition to or different from Designated Provider Services may be provided, offered or rendered by you. You and the Customers are responsible for agreeing to any additional or different services. WE ARE NOT RESPONSIBLE

FOR YOUR OR ANY CUSTOMER'S FAILURE TO AGREE TO ANY ADDITIONAL OR DIFFERENT SERVICES.

You acknowledge and agree that: Customers are solely responsible for and will pay you the Designated Price for the Designated Provider Services charged through Laso Health, as well as other amounts you may charge through Laso Health for any additional or different services rendered during the applicable appointment;

- (a) Customers remain responsible for paying all amounts due for Designated Provider Services, as required by law and/or contract;
- (b) Laso Health may process payments, and may do so in collaboration with our payment processing partner;
- (c) Laso Health is not responsible for any charges incurred for any products or services provided by you, including any Designated Provider Service;
- (d) Laso Health is not responsible for any charges submitted for processing by you;
- (e) in the event you or a Customer disputes any fees chargeable or charged through Laso Health, you will resolve such dispute directly with the applicable Customer;
- (f) by using the Transaction Processing Services, you accept the terms of use and privacy policy of our payment processing partner with respect to Transaction Processing Services; and
- (g) you will promptly review any disputes regarding any charges processed through the Transaction Processing Services; and You further

acknowledge and agree that: neither Laso Health nor our payment processing partner will be responsible if either we or our payment processing partner are unable to complete a transaction for any reason, including but not limited to:

- (A) if the Customer has not provided us with accurate, current and complete payment information;
- (B) if the Customer does not have sufficient available funds or available credit to complete the transaction;
- (C) if the Customer does not have an active payment card, or if we are unable to confirm your payment card information or your identity;
- (D) if the Customer's or your account with us, the Customer's or your account with our payment processing partner, the Customer's or your access to the Services, or the Customer's or your access to our payment processing partner's services has been terminated or suspended for any reason;
- (E) if we or our payment processing partner have reason to believe that the requested transaction is unauthorized; or
- (F) if we terminate or suspend the services we provide to you or the Customer.

17.3 Sales Tax.

All federal, state and local sales, use, and services taxes, value-added taxes, duties, fees, registration charges or other like charges ("Sales Taxes") which are properly

payable in connection with the purchase and sale of the Designated Provider Services contemplated by these Terms of Use shall be borne by the Party responsible for such Sales Taxes under the applicable law. Each party shall cause to be filed as required by it under applicable law all tax returns and other documentation, at its own expense, with respect to such Sales Taxes.