

Integrative ENT Health, LLC

Terms of Use Agreement

This Terms of Use Agreement, as amended from time to time, (“Terms”) is made by and between you and Integrative ENT Health, LLC (“IENT Health”) governing your use, and our provision to you of the Service(s) described herein. Your use of the Services may be subject to any additional terms, conditions and policies that we separately post on the Services and any agreements that you have separately executed with IENT Health (“Supplemental Terms”) which are incorporated by reference into these Terms (the Terms and Supplemental Terms are referred to as the “Agreement”). To the extent there is any conflict between these Terms and the Supplemental Terms, the Supplemental Terms will control with respect to the subject matter of such agreement.

1. Acceptance of Terms

- (a) IENT Health (“we,” “use,” or “our”) thank(s) you for your interest in our website (“the Site”). These Terms will help you more fully understand the Services available through our website, as that term is defined below. You understand and agree that this Agreement is a legally binding agreement between you and IENT Health. It states the terms and conditions under which you may access and use the Site and all written and other materials displayed or made available through the Site, which may include, without limitation: clinical documentation, health records, articles, text, photographs, general medical information, and images (collectively, the “Content”).
- (b) Our “Notice of Privacy Practices” can be found on the Site and is incorporated into this Agreement by reference.
- (c) BY CONTRACTING FOR, ACCEPTING, ACCESSING OR USING THE SERVICES OR ANY PORTION THEREOF, YOU ACKNOWLEDGE AND AGREE THAT: (I) YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT; (II) YOU ARE AT LEAST EIGHTEEN (18) YEARS OF AGE; AND; (III) YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT (ON BEHALF OF YOURSELF AND, AS APPLICABLE, THE ENTITY THAT YOU LAWFULLY REPRESENT OR ANY MINOR OR INCAPACITATED ADULT FOR WHOM YOU ARE LAWFULLY ABLE TO ENTER INTO THIS AGREEMENT) AND THAT YOU WILL BE BOUND BY THESE TERMS AND THE NOTICE OF PRIVACY PRACTICES.
- (d) If you do not accept these terms and conditions, your immediate remedy is to not access or continue to use the Site. IENT Health reserves the right at its sole discretion to make changes to portions or all of these Terms and the Notice of Privacy Practices at any time. IENT Health may revise these Terms at any time by posting an updated version to its Site. You should visit this page periodically to review the most current Terms because you are

bound by them when you use the Site. Your continued use of any of the Services after such changes are posted will signify your acceptance of these revised terms. You should visit this page periodically to review this Agreement. You understand and agree that IENT Health does not assume any obligation to notify you of any changes to this Agreement.

2. Service

- (a) The Site is meant to provide information about IENT Health, allow communication with IENT Health, its owners, employees, and staff; allow you to purchase consumer products and information; provide to you general information, and other similar provision (“Services”). The Site may also provide access to a third-party portal through which you can register to access information, including your health records, communicate with your provider, schedule appointments, and similar other uses (“Portal”). Accessing any such Portal will require your agreement to the terms and conditions of the Portal. Furthermore, if you wish to become a patient of a provider providing services at IENT Health, you will be required to have a patient evaluation either in-person or through a secure two-way telemedicine platform. If you use a third-party telemedicine platform with an IENT Health provider, you will be required to comply with all terms and conditions of using such third-party platform.
- (b) The Content contained on the Site is provided for informational purposes only and is not meant to provide you with medical advice or treatment. We are not engaged in the practice of medicine and are not offering our Service as that of a medical provider. The presentation of Content on the Site does not establish a provider-patient relationship between you and IENT Health. Our Services do not provide medical diagnosis, advice or treatment, and are not intended to diagnose, treat, cure or prevent any disease. If you are experiencing a medical emergency, contact local emergency providers immediately. Always seek the advice of a provider or other qualified healthcare professional who is properly licensed to practice medicine or provide healthcare in your jurisdiction concerning any questions you may have regarding any information obtained from the Site and any medical condition you believe may be relevant to you. Never disregard professional medical advice or delay in seeking it because of the Content. Always consult with your provider or other qualified healthcare provider before embarking on a new treatment, diet, or fitness program. Information obtained on the Site is not exhaustive and does not cover all diseases, ailments, physical conditions, or their treatment. You should always discuss with your provider to assess any health-related concerns so a proper diagnosis and treatment can be administered.
- (c) We work to ensure that information on the sites is correct; however, we cannot guarantee that all information is correct, complete, or current. Prices reflected on the Site are subject to change at any time without notice. We reserve the right to make changes to information about price, description, or availability without notice. The

inclusion of any products or memberships does not imply or warrant that those products or membership will be available at any particular time.

- (d) You understand that the Site is accessible on many of the major computing platforms that offer a web-based browser. IENT Health makes every best attempt to ensure that the user experience is consistent across each platform. You understand that depending on which platform and browser you use to access the Site the “look” and “feel” may be slightly different. Site does not recommend or endorse any specific technology to access the Site. You understand that the Site is only available from a web-based browser; an “App” for mobile devices is not available at this time. However, the Site can be accessed with any internet capable web-based browser on your mobile device. Additionally, unless specifically stated, Site does not recommend or endorse any specific brand of products, services, procedures, or other information that appears or that may be advertised on the Site.

3. Disclaimer of Warranties

- (a) The Services are provided “AS IS” and “AS AVAILABLE.” While IENT Health endeavors to ensure that the Services are accessible 24/7, Site makes no representations or warranties, expressed or implied that the Services will be made available at all times. You acknowledge and agree that your access and use of the Services is provided entirely AS IS except in the case of events beyond IENT Health’s reasonable control including, without limitation: internet outages or interruptions to service, repair or system maintenance, natural disasters and acts of terrorism, or war. You assume full responsibility and risk of loss of private information resulting from the downloading, printing, accessing, or authorizing to others access to any Content. IENT Health assumes no, and disclaims all, liability resulting from inaccuracies or inaccessibility in any software, communication lines, the Internet, your internet service provider, or technical issues originating from the computer or device that you use to access the Services. IENT Health makes no guarantees on the completeness, accuracy, consistency, or currency of the information available to you on the Site.
- (b) TO THE FULLEST EXTENT PERMISSIBLE BY LAW, IENT HEALTH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IENT HEALTH DOES NOT WARRANT THAT THE IENT HEALTH SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE IENT HEALTH SERVICES, IENT HEALTH’S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM IENT HEALTH ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, IENT HEALTH WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY SERVICES, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES

INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU UNDERSTAND AND AGREE THAT USE OF OR CONNECTION THROUGH THE INTERNET IS INHERENTLY INSECURE AND THAT USING THE INTERNET TO CONNECT TO THE SERVICE PROVIDES OPPORTUNITY FOR UNAUTHORIZED ACCESS BY A THIRD PARTY TO COMPUTER SYSTEMS, MOBILE DEVICES, NETWORKS AND ANY AND ALL INFORMATION STORED THEREIN, INCLUDING YOUR PERSONAL HEALTH AND FINANCIAL INFORMATION. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK.

4. Limitation of Liabilities

IN NO EVENT SHALL IENT HEALTH, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION: ANY DIRECT, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION; ANY LOSS OR DAMAGES IN THE NATURE OF, OR RELATING TO, LOST BUSINESS, MEDICAL INJURY, PERSONAL INJURY, WRONGFUL DEATH, IMPROPER DIAGNOSIS, INACCURATE INFORMATION, IMPROPER TREATMENT, OR ANY OTHER LOSS INCURRED IN CONNECTION WITH (A) YOUR USE, MISUSE, INABILITY TO USE, OR RELIANCE UPON THE SERVICES OR THE CONTENT, OR (B) THE ACTS, OMISSIONS, OR CONDUCT OF ANY THIRD-PARTY; REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. THE FOREGOING LIMITATION SHALL APPLY EVEN IF IENT HEALTH KNEW OF OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

5. Indemnity

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS IENT HEALTH, TOGETHER WITH ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, COSTS, OR EXPENSES WHATSOEVER, INCLUDING, WITHOUT LIMITATION: LEGAL FEES AND DISBURSEMENTS RESULTING DIRECTLY OR INDIRECTLY FROM (I) YOUR BREACH OF ANY OF THE TERMS AND CONDITIONS OF THE AGREEMENT; (II) YOUR ACCESS TO, AUTHORIZATION TO OTHERS' ACCESS TO, USE, MISUSE, RELIANCE UPON, OR INABILITY TO ACCESS OR USE THE SERVICES; (III) YOUR USE OF, RELIANCE ON, PUBLICATION, COMMUNICATION, DISTRIBUTION, PRINTING, UPLOADING, OR DOWNLOADING OF ANYTHING (INCLUDING THE CONTENT) ON OR FROM ANY OF THE SERVICES, INCLUDING THE SITE.

6. Passwords

If access to the Site or Portal requires a sign-on, you understand that you alone are responsible for protecting the confidentiality of your username and password. This responsibility includes not allowing another person to use your credentials. You understand that if this information is shared with anyone contrary to this Agreement or otherwise compromised, then all inquiries and submissions made through your login will be logged under your username. Furthermore, you understand that you will be responsible for any losses or damages that may occur as a result of your failure to maintain the strict confidentiality of your username and password. If you suspect that your password has been compromised, your immediate remedy is to change it as permitted by the Site.

7. Message Handling

You agree that, if offered, you will not use any secure message features of the Site to misrepresent your identity, interfere, abuse, intimidate, harass, or stalk any other user(s) of the Site. You understand and agree that IENT Health shall not be liable for any losses, injury or claims of any kind resulting from your failure to read electronic messages sent to you in a timely manner. Messages sent electronically between you and IENT Health are not guaranteed to take place in real-time; therefore, no attempts should be made by you to send any communication electronically to IENT Health requiring immediate or prompt attention. IENT Health will make every best attempt to provide you with a timely response to electronic inquiries made from the Site.

8. Intellectual Property

- (a) IENT Health owns, exclusively, all rights, title, and interest in and to the Services including all Content, code, data, materials, the look and feel, design, and organization of the Site (“Property”) including all copyrights, trademark rights, patent rights, database rights, moral rights, sui generis rights, and other intellectual property and proprietary rights therein. Your use of the Services does not grant you ownership of any kind in any Property. You agree not to use, modify, reproduce, distribute, sell, license, or otherwise exploit any Property without IENT Health’s prior written permission. Subject to the terms and conditions of this Agreement, you are hereby granted a **limited, non-transferable, and non-exclusive license to access, view, and use the Site and the Property for your personal, non-commercial use.** Subject to purchase requirements, you are granted the right to download, store, and/or print copies of items comprising the Property for your personal, non-commercial use, provided that you maintain all copyright and other notices contained in such Property. You must also abide by any additional requirements governing the use of any specific Property that may be set out in the Site or through communications with IENT Health. In the event of a conflict between the terms of a license governing specific Property and this Agreement, the terms of the specific license shall govern,

(b) Except as expressly permitted by the Agreement, in connection with the use of the Site, you may not:

- (a) alter or modify the Site, or make any electronic reproduction, adaptation, distribution, performance, or display of the Site, or any portion thereof, except to the extent required for the limited purpose of reviewing material on the Site; or
- (b) sell, rent, lease, transfer, distribute, broadcast, display, provide, or otherwise assign to any third party any rights to the Site, or related materials; or
- (c) remove or modify any proprietary notice or labels on the Site, or related materials, including author attribution and copyright notices, or use any of our trademarks as meta-tags on any other Site; or
- (d) use the Site for any non-authorized purpose or any illegal purpose; or
- (e) copy, re-post, modify, erase, or damage any information contained on computer servers used or controlled by IENT Health or any third party; or
- (f) use the Site to violate any legal right of any third party, including any publicity or privacy right, copyright, or other intellectual property right, or to take any action that is harassing, libelous, defamatory, abusive, tortious, threatening, harmful, or otherwise objectionable; or
- (g) access or use any password-protected, secure, or non-public areas of the Site, or access data on the Site not intended for you, except as specifically authorized by IENT Health; or
- (h) impersonate or misrepresent your affiliation with any person or entity; or
- (i) use any automated means to access or use the Site, including scripts, bots, scrapers, data miners, or similar software, or display the Site, or portions thereof, in things (e.g., framing, scraping, etc.), without our express written permission; or
- (j) attempt to or actually disrupt, impair, or interfere with the Site, or any information, data, or materials posted and/or displayed by IENT Health; or
- (k) attempt to probe, scan, or test the vulnerability of the Site or breach any implemented security or authentication measures, regardless of your motives or intent; or
- (l) attempt to interfere with or disrupt access to or use of the Site by any user, processor, host, or network, including, without limitation, by submitting a virus, worm, Trojan horse, or other malicious code; or
- (m) post any content to the Site that: (i) includes any profane, obscene, defamatory, discriminatory, threatening, menacing, harassing, or violent content; (ii) depicts or suggests nudity or sexual acts; (iii) promotes hatred, including

against members of a protected group under federal, state, or local law (such as, for example, a group defined by race, gender, or national origin); (iv) is objectively shocking or disgusting; (v) depicts or suggests presently occurring illegal activity, including, e.g., illicit drug use or underage drinking; (vi) includes unlicensed proprietary content of a third party, including, e.g., third-party content protected by copyright or trademark for which you do not have a license; (vii) breaches any duty of confidentiality you may have to a third party (e.g., discloses private information about a third party without consent); or (viii) is contrary to the Agreement, including IENT Health's rules and policies.

(n) Assume ownership, other than personal reference, of any material provided to you by the Service or shared by the Service or downloaded from the Site.

9. User Content

- (a) By posting or uploading anything to the Site, you grant IENT Health a royalty-free, perpetual, non-exclusive, irrevocable, unrestricted, license to use, reproduce, store, transmit, or display such posted or uploaded information for any treatment, payment, or healthcare operations purposes. You acknowledge and agree that IENT Health is not responsible for any loss, damage, or corruption that may occur to any post or upload and acknowledge and agree that your post or upload will be kept confidential consistent with IENT Health's Notice of Privacy Practices.
- (b) For any information you post publicly on the Site, including testimonials or reviews, ("Public User Content") you must own the information or have the copyright owner's written permission to use it. You alone are responsible for the content and consequences of any information you post on the Site. By posting Public User Content on our Site, you grant IENT Health a non-exclusive, royalty-free, perpetual, irrevocable, transferable worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, reproduce, distribute, modify, display, and otherwise exploit your Public User Content, without restriction. It is possible for an outside Site or third party to re-post your Public User Content. You agree to hold IENT Health harmless for any dispute concerning such re-posting. IENT Health assumes no responsibility for any third party's intellectual property infringement of Public User Content. The views expressed in any Public User Content do not necessarily reflect or represent the views of IENT Health. IENT Health reserves the right, but does not and shall not have an obligation, to monitor and review all Public User Content and to edit or remove any information or materials that are in violation of this Agreement or applicable law. If you want us to remove Public User Content posted by you, please contact IENT Health. We will remove your Public User Content as soon as reasonably possible.
- (c) You acknowledge and agree that IENT Health may preserve any communications, secure messages, and document uploads sent/received through the Site and may disclose such

communications when disclosure is reasonably necessary to: (1) comply with investigations by law enforcement agencies; (2) enforce the Agreement; (3) respond to claims that any communication harms or violates the rights of others; or (4) protect the rights of IENT Health. IENT Health may, at its sole discretion, suspend or terminate your right to use the Site, either temporarily or indefinitely at any time without notice if you are found in violation of the Agreement. In the event of suspension or termination, you are no longer authorized to access the Site which shall survive in effect as full force the termination of this Agreement. IENT Health shall not be liable to any party for such termination.

10. Intellectual Property Infringement Complaints

If you believe a work protected by a U.S. copyright you own has been posted on the Site without authorization, you may notify our copyright agent, and provide the following information:

- (a) a physical or electronic signature of the person authorized to act on behalf of the copyright owner;
- (b) identification of the copyrighted work or works claimed to have been infringed;
- (c) a detailed description of the material you claim is infringing, together with information sufficient to enable us to locate it, including the URL or other description of where the infringing material appears;
- (d) your name, mailing address, telephone number, and e-mail address;
- (e) a statement by you that you believe in good faith that the copyrighted material identified is being used in a manner that is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement by you that the above information is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of the copyright allegedly infringed.

To notify IENT Health of a claimed copyright infringement, please contact:

Integrative ENT Health, LLC
845 Houston Northcutt Blvd. #1037
Mt. Pleasant, South Carolina 29464
OR
info@integrativeenthealth.com

11. Products

- (a) **Physical Products.** All purchases of physical items from IENT Health are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier. IENT Health does not take title to returned items until the item is physically received by IENT Health. At our discretion, a refund may be issued without requiring a return. In this situation, IENT Health does not take title to the refunded item. IENT Health attempts to be as accurate as possible as to products available. However, IENT Health does not warrant that product descriptions are accurate, complete, reliable, current, or error-free. If a physical product offered is not as described, your sole remedy is to return it in an unused condition.
- (b) **Digital Products.** By purchasing digital products, including PDF downloads and online material, you agree to accept immediate delivery. Digital products are deemed “used” after download or opening, and all purchases of digital products are non-refundable or exchangeable. Because the products made available digitally are intangible, there is a strict no refund policy once delivered to you. If you do not receive the digital product or link to the digital product upon purchasing, you can contact info@integrativeenthealth.com to ensure your product is delivered as soon as possible.

12. Modification or Termination of the Site

IENT Health reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice to you. IENT Health shall have no liability to you or any third party for any modifications, suspension, or discontinuance of the Site or any part thereof.

13. Governing Law and Venue

Any cause or action arising out of or related to this Agreement may only be brought in the courts of applicable jurisdiction in Charleston County, State of South Carolina. This Agreement is governed by the laws of the State of South Carolina without regard to its conflicts of law principles. The parties hereby submit to the jurisdiction and venue of such courts.

14. Dispute Resolution and Prohibition of Class Actions

- (a) IENT Health intends to resolve any and all disputes that may arise between it and its End Users in a cost-effective and non-disruptive manner, preferably without the time and expense of litigation. Toward this end, you agree to the following dispute resolution procedure. If you are unable to resolve any dispute in the ordinary course of business,

you shall send a written notice to IENT Health in which you outline the issues in dispute, enclose any relevant documents, and state the requested relief. IENT Health shall respond within ten (10) business days with identical information from its perspective. You and a representative of IENT Health shall meet or communicate electronically within ten (10) business days of the delivery of the response, and as often as you and IENT Health mutually deem necessary or desirable thereafter, in an attempt to resolve the matter. If, within sixty (60) days of the first communication, you and IENT Health fail to resolve the matter, you and IENT Health shall seek to mediate the dispute with a neutral third party. Neither party shall seek further legal action unless such mediation fails to achieve a resolution acceptable to both parties.

(b) YOU AND IENT HEALTH AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

15. Severability

The invalidity or unenforceability of any provision of this Agreement or any covenant contained herein shall not affect the validity or enforceability of any other provision or covenant contained herein and any such invalid provision or covenant shall be deemed severable from the rest of this Agreement.

16. Entire Agreement

This is the entire Agreement between you and IENT Health relating to your access and use of the Site.

Last Updated: October 2023