

TERMS OF USE

CR2, LLC d/b/a CardioReady and its affiliates (collectively, "CardioReady ") provide this Website ("Website") to you, subject to these Terms of Use ("Terms"). The Terms, as may be updated by CardioReady from time to time at its sole discretion, constitute a legal agreement Website between you and CardioReady and govern all use of this Website, including all content, information, and services provided on this Website. In addition, CardioReady clients may have executed a CardioReady Services Agreement, Master Services Agreement, and / or other specific contractual arrangements between the parties, and any use of this Website by a CardioReady client shall operate as ratification of the Terms in their current form.

Access to and use of any other site, product or service, including those referenced herein or linked to from this Website, are governed by the Terms or other agreement(s) related to that service or site. **By accessing, browsing, or using this Website, you acknowledge that you have read, understood, and agree to be bound by these Terms.** We may update these Terms at any time, with or without notice to you. Each time you access this Website, you agree to be bound by the Terms then in effect. If you do not agree to these terms, please do not use this Website.

Privacy. Please review our privacy statement for a description of our privacy practices and an explanation of how we may use any personal information we collect on this Website.

Patents, Copyrights and Trademarks. This Website contains material, such as software, text, graphics, images and other material (collectively referred to as the "Content"). The Content may be owned by CardioReady or by CardioReady's third party providers. The Content is protected by copyright under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use the Content except as permitted under these Terms. No other use is permitted without prior written consent from CardioReady. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of these Terms, your permission to access and/or use the Content and Website automatically terminates and you must immediately destroy any copies you have made of the Content.

The trademarks, service marks, and logos of CardioReady (the "CardioReady Trademarks") used and displayed on this Website are registered and unregistered trademarks or service marks of

CardioReady. Other company, product, and service names located on the Website may be trademarks or service marks owned by others (the “Third-Party Trademarks”, and, collectively with the CardioReady Trademarks, the “Trademarks”). Nothing on this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on this Website, without the prior written permission of CardioReady specific for each such use. The Trademarks may not be used to disparage CardioReady or the applicable third-party, any of their products or services, or in any manner in which, in our reasonable judgment, may damage any goodwill in the Trademarks. Use of any Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by CardioReady in writing. All goodwill generated from the use of any CardioReady Trademark inures to CardioReady’s benefit.

Elements of this Website are protected by trade dress, trademark, unfair competition, and other state, federal, and international laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors. None of the Content for this Website may be retransmitted without express written consent from CardioReady for each and every instance.

License. By offering this Website for use, we provide you with a worldwide, nonexclusive, nontransferable, revocable, limited license to access and use of the information and services on this Website, strictly subject to and in accordance with these Terms. We reserve the right to terminate this license at any time and for any reason. Your failure to comply with these Terms will result in automatic termination of this license, with or without prior notice, and you must immediately destroy all copies of downloaded materials in your possession or control. Except for the limited license set forth in these Terms, CardioReady does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights, or other proprietary or intellectual property rights.

Usage Restrictions. By accessing, browsing, or using this Website, you agree to the following restrictions:

- You will not use, intentionally or unintentionally any of the content, information, or services on this Website in a manner contrary to or in violation of any applicable international, national, federal, state, or local law, rule, or regulation having the force of law. Please note that CardioReady is not a consumer reporting agency, and you will not use any of the content, information, or services on this Website as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act 15 U.S.C.A. § 1681b and / or any other applicable laws or regulations.

- You will not interfere with any other party's use and enjoyment of this Website, or of any of the content, information, or services provided on this Website;
- You will not use this Website in any manner that could harm, infect, take over, disable, overburden, or otherwise impair any of our computer systems, including, but not limited to, the servers, networks, and other components connected to or used for this Website
- To the extent that you are able to upload, post or otherwise transmit content using this Website you will not upload, post, or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- You will not seek to gain access to any materials or information through any means not intentionally made available by CardioReady;
- You will not upload, post, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- You will not attempt to gain unauthorized access to any services, accounts, computer systems, or networks connected to any server used for this Website, through password mining, hacking, or any other means;
- You will not reproduce, duplicate, copy, download, store, further transmit, disseminate, transfer, or otherwise exploit this Website, or any portion hereof without CardioReady's prior written consent, except that you may reproduce limited content from this Website describing CardioReady's products and services solely to educate users or potential users about CardioReady products or services ;
- You will not use any framing techniques to enclose any portion of this Website (including, but not limited to, images, text, page layout, and form) without CardioReady's prior written consent;
- You will not make any use of the trademarks, service marks, trade names, logos, and graphics on this Website without CardioReady's prior written consent;
- You will not use any network monitoring or discovery software to determine the Website architecture, or extract information about usage, individual identities, or users;

- You will not use any robot, spider, other automatic software or device, or manual process to monitor or copy our Website or the content, information, or services on this Website without CardioReady's prior written consent;
- You will not collect any email addresses made available on this Website for purposes of promotions or marketing campaigns;
- You will not distribute, on or through this Website, any advertising; promotion; solicitation for goods, services, or funds; or solicitation for others to become members of any enterprise or organization without CardioReady's prior written permission; and
- You will not use or otherwise export or re-export this Website, or any portion thereof, in violation of the export control laws and regulations of the United States of America or any other country.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. CARDIOREADY PROVIDES THIS WEBSITE "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO:

- WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS, AND DELAYS;
- WARRANTIES THAT ACCESS TO ANY PRODUCT WILL BE UNINTERRUPTED, SECURE, COMPLETE, OR ERROR FREE;
- WARRANTIES AS TO THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE; AND
- WARRANTIES WITH REGARD TO ANY CONTENT OR SOFTWARE THAT HAS BEEN MODIFIED IN ANY WAY BY ANYONE OTHER THAN, AND WITHOUT THE EXPRESS APPROVAL OF, CARDIOREADY.

BY ACCESSING, BROWSING, OR USING THIS WEBSITE, YOU ACKNOWLEDGE THAT:

- PROVISION OF CONTENT AND SOFTWARE ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS, AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA;
- THIS SITE, AND THE PRODUCTS AND SERVICES REFERENCED HEREIN MAY NOT SATISFY CUSTOMER REQUIREMENTS NOT EXPRESSLY STATED IN THE CUSTOMER AGREEMENT;
- IN NO EVENT WILL CARDIOREADY BE LIABLE, IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, FOR

- INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH USE OF THIS WEBSITE, WHETHER OR NOT CARDIOREADY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE;
- ANY CLAIM(S) RELATING IN ANY WAY TO CUSTOMER'S INABILITY OR FAILURE TO PERFORM RESEARCH OR OTHER WORK OR TO PERFORM SUCH RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY CARDIOREADY;
- ANY DECISION MADE OR ACTION TAKEN BY CUSTOMER IN RELIANCE UPON THE AVAILABILITY OF OR CONTENT MADE AVAILABLE THROUGH THIS WEBSITE.

No Legal Advice. The information and services on this Website are not intended to and shall not be used as legal advice. You use the content, information, and services on this Website at your own risk.

Links to Third Party Sites. This Website may provide links to other third-party World Wide Web sites or resources. CardioReady makes no representations whatsoever about any other web site which you may access through this Website. Because CardioReady has no control over such sites and resources, you acknowledge and agree that CardioReady is not responsible for the availability of such external sites or resources and is not responsible or liable for any Content, advertising, products, services or other materials on or available from such sites or resources. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojan horses and other items of a destructive nature. References on this Website to any names, marks, products or services of any third parties or hypertext links to third party sites or information are provided solely as a convenience to you, and do not constitute or imply an endorsement, sponsorship or recommendation of, or affiliation with the third party or its products and services. CardioReady makes no representation or warranty as to any third party Content, products or services, and you agree that CardioReady shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party Content, products or services available on or through any such site or resource.

Web Forums. CardioReady monitors some web forums containing user generated content and does not monitor others. Monitored web forums are moderated and messages are screened for inappropriate content. Please be advised that web forum content is the sole responsibility of the person supplying the content, and CardioReady assumes no responsibility to control such content. Opinions expressed on CardioReady web forums and in any corresponding comments are the personal opinions of the original authors, and not necessarily that of CardioReady. Except for private web forums, which are governed under a separate non-disclosure agreement, all user generated content posted or submitted to a web forum shall be treated as

non-confidential information. Web forums may include additional terms, which take precedence over these terms.

Registration and Account Information. Certain sections of this Website may require you to register as a user or create an account. By registering or creating an account, you agree to provide accurate and complete information and to inform us of any changes to that information. Each registration is for a single user only, unless otherwise expressly provided on the registration page. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you believe there has been unauthorized use, you must notify us immediately.

Termination. You acknowledge and agree that CardioReady, in its sole discretion, may terminate your Website access if your conduct is found to be unlawful, inconsistent with, or in violation of, the letter or spirit of these Terms, or for any other reason, CardioReady shall not be liable to you or any third party for termination of Website access. Should you object to any terms and conditions of these Terms, or to any subsequent modifications thereto, your only recourse is to immediately discontinue use of this Website.

Indemnification. You agree to indemnify, defend, and hold CardioReady and its officers, directors, employees, affiliates, agents, licensors, and suppliers harmless from and against all claims, losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any use of this Website, any relationship with CardioReady or any violation of these Terms by you.

Governing Law and Jurisdiction. These Terms are governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, and any action arising out of or relating to these terms shall be filed only in state or federal courts located in Montgomery County Pennsylvania, and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

Severability of Provisions. If any provision of these Terms is deemed unlawful, void, or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

Contact Information If you have any questions about these Terms, or about the content, information, or services on this Website, you may contact us using any of the methods described on our Contact page.