

Terms of Service

How We Collect and Use Information

LAST UPDATED: July 5, 2024

Centivo Corporation (“Centivo,” or “we,” “our,” or “us”) provides you access to our website located at <https://www.centivo.com/> (the “Site”) and our pre-enrollment websites (the “Pre-Enrollment Sites”), subject to the following terms and conditions (the “Terms of Use”). BY ACCESSING AND USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS OF USE AND THE TERMS AND CONDITIONS OF OUR PRIVACY POLICY (THE “PRIVACY POLICY”), WHICH ARE HEREBY INCORPORATED INTO THESE TERMS OF USE AND MADE A PART HEREOF BY REFERENCE (COLLECTIVELY, THE “AGREEMENT”). IF YOU DO NOT AGREE TO ANY OF THE TERMS IN THE AGREEMENT, YOU MAY NOT ACCESS OR USE THE SITE.

THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

We reserve the right, at our sole discretion, to modify, discontinue, or terminate the Site, or to modify the Agreement, at any time and without prior notice. If we modify the Agreement, we will post the modification on the Site. By continuing to access or use the Site after we have posted a modification on the Site, you are indicating that you agree to be bound by the modified Agreement. If the modified Agreement is not acceptable to you, your only recourse is to cease using the Site.

In addition to the Site, Centivo provides Members and Authorized Users access to our Centivo Portals, subject to the terms and conditions of the Centivo Portals Terms of Use (located at <https://centivo.com/terms/>).

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

1. Use Of Personal Information

Your use of the Site may involve the transmission to us of certain personal information. Our policies with respect to the collection and use of such personal information are governed according to our Privacy Policy (located at <https://www.centivo.com/privacy-policy>, which is hereby incorporated by reference in its entirety.

2. Ownership

The Site is protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms of Use, Centivo and its licensors exclusively own all right, title, and interest in and to the Site, including all associated intellectual property rights. You will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Site.

You may view all content on the Site (the “Content”) for your own internal business use and not for any other use, including any commercial use, without the prior written consent of Centivo. We, and our licensors, retain all right, title, and interest, including all intellectual

property rights, in and to 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, social media page, or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your permission to access the Site automatically terminates and you must immediately destroy any copies you have made of the Site.

The trademarks, service marks, and logos of Centivo (the “Centivo Trademarks”) used and displayed on the Site are registered and unregistered trademarks or service marks of Centivo. Other company, product, and service names located on the Site may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with Centivo Trademarks, the “Trademarks”). Nothing on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any website is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Centivo Trademarks inures to our benefit.

Elements of the Site are protected by trade dress, trademark, unfair competition, and other state and federal 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 may be retransmitted without our express, written consent for each and every instance.

3. Guidelines

By accessing and/or using the Site, you hereby agree to comply with the following guidelines:

- You will not use the Site for any unlawful purpose;
- You will not access or use the Site to collect any market research for a competing businesses;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Site;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features on the Site;
- You will not circumvent, remove, alter, deactivate, degrade, or thwart any of the protections in the Site;
- You will not use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Site, directly or indirectly, except for Internet search engines (e.g., Google) and non-commercial public archives (e.g., archive.org) that comply with our robots.txt file;
- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and
- You will not interfere with or attempt to interrupt the proper operation of the Site through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data,

files, or passwords related to the Site through hacking, password or data mining, or any other means.

We reserve the right, in our sole and absolute discretion, to deny you (or any device) access to the Site, or any portion thereof, without notice.

4. Feedback

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the Site and our services ("Feedback"). Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to any Feedback you provide, we shall be free to use and disclose any ideas, concepts, know-how, techniques, or other materials contained in your Feedback for any purpose whatsoever, including, but not limited to, the development, production and marketing of products and services that incorporate such information, without compensation or attribution to you.

5. No Warranties; Limitation Of Liability

THE SITE AND OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND NEITHER CENTIVO NOR CENTIVO'S SUPPLIERS MAKE ANY WARRANTIES WITH RESPECT TO THE SAME OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, AND CENTIVO HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TO THE EXTENT THAT CENTIVO AND CENTIVO'S SUPPLIERS MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE SITE OR ANY RELATED SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) ANY DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE SITE OR ANY RELATED SERVICES SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. THEREFORE, SOME OF THE ABOVE LIMITATIONS ON WARRANTIES IN THIS SECTION MAY NOT APPLY TO YOU.

NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

THE SITE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS LISTED ON THE SITE. WE RESERVE THE RIGHT TO MAKE CHANGES,

CORRECTIONS, AND/OR IMPROVEMENTS TO THE SITE AND/OR ADD OR REMOVE CONTENT AT ANY TIME WITHOUT NOTICE.

6. External Sites

The Site may contain links to third-party websites (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the Site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

7. Indemnification

You will indemnify, defend, and hold Centivo and its shareholders, members, officers, directors, employees, agents, and representatives (collectively, “Centivo Indemnitees”) harmless from and against any and all damages, liabilities, losses, costs, and expenses, including reasonable attorney’s fees (collectively, “Losses”) incurred by any Centivo Indemnitee in connection with a third-party claim, action, or proceeding (each, a “Claim”) arising from (i) your breach of this Agreement; or (ii) your misuse of the Site or the Content; provided, however, that the foregoing obligations shall be subject to our: (i) promptly notifying you of the Claim; (ii) providing you, at your expense, with reasonable cooperation in the defense of the Claim; and (iii) providing you with sole control over the defense and negotiations for a settlement or compromise.

8. Compliance With Applicable Laws

The Site is based in the United States. We make no claims concerning whether the Site may be viewed or be appropriate for use outside of the United States. If you access the Site from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

9. Termination Of The Agreement

We reserve the right, in our sole discretion, to restrict, suspend, or terminate the Agreement and/or your access to all or any part of the Site, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Site at any time without prior notice or liability.

10. Binding Arbitration

In the event of a dispute arising under or relating to this Agreement or the Site (each, a “Dispute”), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act (“FAA”). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT’S JURISDICTION.

ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS' Streamlined Arbitration Rules and Procedures. All applicable JAMS' rules and procedures are available at the JAMS website www.jamsadr.com. Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth in Section 12 below, nothing in this Agreement will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

11. Class Action Waiver

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) 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. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

12. Equitable Relief

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. We may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of New York, Borough of Manhattan for purposes of any such action by us.

13. Controlling Law; Exclusive Forum

The Agreement and any action related thereto will be governed by the laws of the State of New York without regard to its conflict of laws provisions. The Parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in the State

of New York, Borough of Manhattan for all suits, actions, or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to, objections based on improper venue or inconvenient forum, and each party hereby irrevocably submits to the exclusive jurisdiction of such courts in any suits, actions, or proceedings arising out of or relating to this Agreement

14. Miscellaneous

If the Agreement is terminated in accordance with the termination provision in Section 9 above, such termination shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: "Ownership," "Feedback," "No Warranties; Limitation of Liability," "Indemnification," "Compliance with Applicable Laws," "Termination of the Agreement," "Controlling Law; Exclusive Forum," and "Miscellaneous."

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, the Agreement constitutes the entire agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

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